SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT BOARD OF COMMISSIONERS REGULAR MEETING Everett Headquarters Building, 2320 California Street Zoom Online Platform Option Available

October 18, 2022

<u>CONVENE REGULAR MEETING</u> – 9:00 a.m. – Commission Meeting Room

Virtual Meeting Participation Information

Join Zoom Meeting:

- Use link
- https://us06web.zoom.us/j/88223343843?pwd=QnhSenc5UEN6cGNCeVBVNFl5azRBQT09
- Dial in: (253) 215-8782
- Meeting ID: 882 2334 3843
- Passcode: 611893

1. <u>CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION</u>

- A. Updates
 - 1. Community Engagement
 - 2. Legislative
 - 3. Other
- B. <u>Washington State Department of Transportation Easement</u>
- C. Master Service Agreement (MSA) With Puget Sound Energy (PSE)
- D. Bonneville Power Administration (BPA): Post 2028 Contract Briefing
- E. Climate Commitment Act: Update on Rulemaking

<u>**RECONVENE REGULAR MEETING</u> - 1:30 p.m. - Commission Meeting Room/Virtual Meeting Participation**</u>

2. <u>COMMENTS FROM THE PUBLIC</u>

If you are attending the meeting virtually (using the link or number provided above) please indicate that you would like to speak by clicking "raise hand" and the Board President will call on attendees to speak at the appropriate time. If you are joining by phone, dial *9 to "raise hand."

3. CONSENT AGENDA

- A. Approval of Minutes for the Regular Meeting of October 3, 2022
- B. Bid Awards, Professional Services Contracts and Amendments
- C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers
- D. <u>Consideration of a Resolution Changing the Reporting Relationship of the Clerk of the</u> <u>Board and Amending Resolution No. 5889</u>

Snohomish County PUD Commission Agenda October 18, 2022 Page 2

4. ITEMS FOR INDIVIDUAL CONSIDERATION

A. <u>Consideration of a Resolution Authorizing the CEO/General Manager of Public Utility</u> <u>District No. 1 of Snohomish County to Execute an Interlocal Agreement With Snohomish</u> <u>County Regarding the Replacement of Water Utilities Associated With the Mountain Loop</u> <u>Highway Bridge 102 Replacement Project</u>

5. COMMISSION BUSINESS

- A. Commission Reports
- B. <u>Commissioner Event Calendar</u>

6. GOVERNANCE PLANNING

A. <u>Governance Planning Calendar</u>

ADJOURNMENT

The next scheduled regular meeting is November 1, 2022

Agendas can be found in their entirety on the Snohomish County Public Utility District No. 1 web page at <u>www.snopud.com</u>. The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Contact the Commission Office at 425.783.8611 for special accommodations or additional information.



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022	2	Agenda Item: 1
TITLE:		
CEO/General Manager's Briefing and	Study Session	
SUBMITTED FOR: Briefing and St	tudy Session	
CEO/General Manager	John Haarlo	w 8473
Department	Contact	Extension
Date of Previous Briefing:	N/A	
Estimated Expenditure:		Presentation Planned
ACTION REQUIRED:		
Decision Preparation	Incidental	Monitoring Report
Policy Discussion		
	(Information)	
Policy Decision		
Statutory		
SUMMARY STATEMENT:		
Identify the relevant Doord religion on	d imme ater	

Identify the relevant Board policies and impacts:

Executive Limitations, EL-9, Communications and Support to the Board – the CEO/General Manager shall...marshal for the board as many...points of view, issues and options as needed for fully informed Board choices.

List Attachments:

CEO/General Manager's Briefing and Study Session attachments

State Government Relations Activity Report

STATE OVERVIEW

- Four times per year, the Washington State Economic and Revenue Forecast Council adopts a bipartisan revenue forecast that is used to build and adjust the state's biennial budgets (Operating, Capital, and Transportation). On September 21, the Council released <u>updated forecasts</u>. The report concluded that while revenue is still above projections from when lawmakers passed a supplemental budget earlier this year, growth is slowing.
- On Sept. 29, The Washington State Department of Ecology published final rules on the <u>state's cap-and-invest</u> <u>program</u>, the <u>Climate Commitment Act</u>, which was signed into law last year. Under the program, businesses and organizations responsible for 75% of the state's greenhouse gas emissions must obtain allowances to cover their emissions. Over time, those allowances will be reduced, incentivizing businesses to cut emissions. The rule will go into effect Jan. 1, 2023.
- On Sept. 29, the Washington State Building Code Council held a public hearing on proposed changes to the Washington State Residential Energy Code. The proposed code would mandate heat pump (electric or gas) installation in new single-family dwellings, duplexes and townhouses starting in 2023. The council will hold public meetings through October and will vote on adoption of the code changes on Nov. 18.
- The Washington State Department of Labor & Industries announced the minimum wage rate in Washington State will increase to \$15.74 per hour for employees in 2023.
- On Oct. 6, Governor Inslee (WA), Governor Brown (OR), Governor Newsome (CA) and the premier of British Columbia signed a "<u>Pacific Coast Collaborative</u> Statement of Cooperation" with the aim to accelerate a zero-carbon electricity grid; a transportation network for clean cars; and protections against wildfires, drought, heat waves and flooding. The agreement includes the following commitments:
 - Support an equitable and just transition to low carbon and climate resilient future, emphasizing investments in overburdened communities;
 - Invest in climate infrastructure, such as EV charging stations, green ports, and a clean and reliable electric grid across the region; and
 - Protect communities and natural and working lands from wildfires, drought, heat waves, ocean acidification and flooding.
- On Oct. 13, Attorney General Ferguson and Senator Nguyen <u>announced</u> they will propose legislation in the 2023 legislative session "to ensure a utility company cannot shut off Washingtonians' power or water if the temperature is 95 degrees or higher".

KEY HEARINGS/PRESS CONFERENCES/MEETINGS

- Sept. 21 | Governor Inslee media briefing <u>Speaks from Norway during Nordic trade mission focused on energy</u>, <u>technology</u>, <u>sustainability</u>, and <u>climate change</u>
- Sept. 26 | House Environment & Energy Committee Fossil Fuel Use in Buildings
- Sept. 29 | Washington State Building Code Council <u>public hearing to receive comments on proposed changes to the</u> <u>Washington State Residential Energy Code</u>

INTERESTING READS

- Gov. Inslee (Medium): <u>Drivers, carmakers and states are leaving fossil fuels in the rearview mirror. Is Washington</u> <u>State ready to drive electric?</u>
- PEW: As Electric Vehicles Shrink Gas Tax Revenue, More States May Tax Mileage
- The Spokesman-Review: Public hearing on heat pump mandate in Washington draws split testimony
- Seattle Times: <u>WA, West Coast leaders renew pledge to fight climate change</u>
- The Center Square Washington: Debate flares up over proposed Washington heat pump mandate

Federal Government Relations Activity Report

FEDERAL OVERVIEW

- On Sept. 16, President Biden announced a memorandum of understanding between the Department of Energy, Department of Transportation, the Department of Housing and Urban Development, and the Environmental Protection Agency in an effort to reduce greenhouse gas emissions from the transportation sector. The federal agencies agreed to release an outline within the next 90 days detailing a strategy to decarbonize the transportation sector, including the research, development, demonstration, and deployment of lower-emissions technologies.
- House Republican leadership unveiled their <u>"Commitment to American</u>" agenda for the 118th Congress.
- On Sept. 26, the U.S. Environmental Protection Agency announced that it is establishing a new national office charged with advancing environmental justice and civil rights.
- Congress passed a short-term government funding bill, averting a shutdown before a midnight Sept. 30 deadline. The legislation will keep the government operating through Dec. 16 and provide time for Congress to pass permanent annual spending bills for fiscal year 2023 (which begin Oct. 1). Of note, the short-term spending bill includes \$1 billion in additional funding for the Low-Income Home Energy Assistance Program.
- Senator Manchin (W. VA) introduced a permitting reform package with the intent of attaching the language to the short-term government funding bill. However, he was forced to pull the reform language from the government funding bill when it became clear it did not have sufficient support. According to the Northwest Public Power Association the permitting reform package would:
 - Set maximum timelines for permitting reviews required by the National Environmental Policy Act (NEPA).
 - Make requirement clarifications to the Clean Air Act.
 - Clarify FERC jurisdiction for interstate hydrogen pipeline, storage, and import and export facilities.
 - Approve completion of the Mountain Valley Pipeline in West Virginia and Virginia.
 - Allow the Department of Energy to unilaterally grant a permit for a transmission line that the Secretary has determined to be in the national interest, even before states have had an opportunity to do their own reviews of the project.
 - Direct the president to create and update a list of 25 or more energy infrastructure projects and to prioritize the permitting needed to complete them.
- On Oct. 6, U.S. Transportation Secretary Pete Buttigieg traveled to Washington state to highlight federal investments in culvert replacement and salmon recovery. Buttigieg also touted the Bipartisan Infrastructure Law and grant funding available for culvert replacement.

Key Hearings

- Sept. 20 | House Committee on Natural Resources hearing on Public Lands and Waters Climate Leadership Act
- Sept. 21 | Senate Environment and Public Works hearing on the bipartisan infrastructure law
- Sept. 22 | Senate Committee on Energy and Natural Resources <u>hearing</u> to "Examine Opportunities and Challenges in Deploying Innovating Battery and Non-Battery Technologies for Energy Storage"
- Sept. 29 | House Select Committee on the Climate Crisis <u>hearing</u> on "Lowering Costs, Creating Jobs and Reducing Pollution with the Inflation Reduction Act

INTERESTING READS

- National Law Review: EPA Launches New National Office Dedicated to Advancing Environmental Justice and Civil <u>Rights</u>
- Politico: Why Manchin backed off on his top priority
- E&E Daily: <u>How fight over states' rights may upend permitting overhaul</u>
- Politico: FERC's murky leadership future could derail U.S. climate goals
- Seattle Times: <u>Buttigieg wades into Northwest salmon transportation</u>
- Tacoma News Tribune (Opinion): Columbia River Treaty a bad deal for NW power customers

GOVERNMENT RELATIONS ACTIVITIES REPORT (9.19.22-10.14.22)

- The Washington Post: Clean energy just got a lot more cost competitive, report says
- AP: <u>Social Security benefits to jump by 8.7% next year</u>

Local Government Relations Activity Report

LOCAL OVERVIEW

- On Sept. 22, Snohomish County Executive Somers announced the appointment of Neepaporn "A" Boungjaktha as the Executive Director for Economic Development. As Executive Director, she will oversee all the county's economic development activities, including Paine Field Airport.
- On Sept. 22, Snohomish County Executive Somers put forward his proposal for the County's remaining \$85 million in American Rescue Plan (ARPA) funds. The areas of focus include five core areas:
 - Housing/Homelessness/Behavioral Health;
 - Youth/Family/Senior Support;
 - Economic/Workforce Development;
 - o Emergency Response/Law/Justice and
 - Government Services/Operations.
- On Sept. 27, Snohomish County Executive Dave Somers presented his proposed <u>budget</u> for 2023. He focuses on public safety, deputy pay, behavioral health, homelessness, housing affordability, equity, and climate resilience. Climate resilience addressed in the budget spans waterway restoration projects to protect salmon, including estuarian restoration and investment in fish-passable culverts. There is mention of the work incorporating a comprehensive climate plan next year through the Climate Action Plan Advisory Committee, of which the PUD has an appointed seat.
- On Sept 29, the four current members of the Snohomish County Council voted unanimously to appoint State Representative Strom Peterson to the seat vacated when Stephanie Wright resigned for another job. He will serve the remainder of Wright's term and can run for a full term in 2023.
- On Oct. 12, Snohomish County Public Works hosted an open house for <u>five infrastructure projects</u>, including a 'missing' link project to the Interurban Trail (PNT). The PNT is a critical fee-owned utility corridor of the PUD. A few PUD staff attended the open house.

INTERESTING READS

- Everett Herald: <u>Somers: Federal aid creates 'historic opportunity' to tackle challenges</u>
- Everett Herald: Snohomish County leaders reject light rail routes bypassing Paine Field
- Everett Herald: Community Transit hires King County staffer as CFO
- Everett Herald: <u>Mayors: Enough is enough, we want something done for public safety</u>
- Everett Herald (Editorial): Right call made to keep Paine on light rail route
- Everett Herald: Puget Sound salmon habitat restored with Tribes leading the way
- My Edmonds News: Strom Peterson appointed to Snohomish County Council District 3 seat
- Everett Herald: Arlington's all-electric plan, Alice, takes first test flight
- Seattle Times: Evacuations lifted near Bolt Creek fire but smoke still headed to Seattle. Bolt Creek fire was humancaused.
- Everett Herald: Paine Field named favorite to expand as counterpart to SeaTac



Deliverin

Washington State Department of Transportation Easement

Heidie Waxham, Real Estate Services Agent IV October 18, 2022



7/132

WSDOT Easement

- The purpose of this presentation is to:
 - Inform the Board of an upcoming request to execute an Exchange Agreement for an easement with a surveyed description of an area where the District currently has facilities that is to be dedicated to WSDOT allowing Real Estate Services to execute the Exchange Agreement.
 - Inform the Board of an upcoming request to declare portions of an existing easement area surplus to the District's needs allowing Real Estate Services to execute a partial release of the two recorded easements.
- Expectations from the Board is to receive approval to move forward, schedule a Public Hearing, and vote via a Resolution



WSDOT - Background

- The District currently has two recorded easement areas defined as "as-built" on parcels located in Woodinville.
- A portion of the two parcels is to be dedicated to WSDOT by the property owner.
- A section of the dedication area has District facilities that will not be relocated and WSDOT has agreed to grant an easement back to the District.
- A section of the dedication area does not have District facilities and is surplus to the District needs.



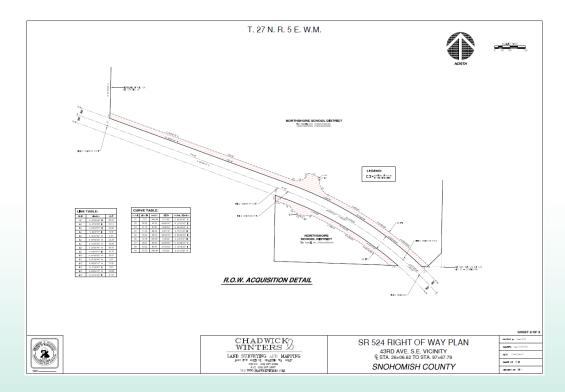
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WSDOT Easement – Background continued

- WSDOT has provided a surveyed description of the District facilities located within the dedication area for the easement exchange.
- WSDOT has provided a surveyed description of the entire dedication area to be utilized for the partial release of easement document.
- Real Estate Services will prepare the Partial Release document and provide to WSDOT to concurrently record to avoid any lapse in District facilities being covered by an easement.



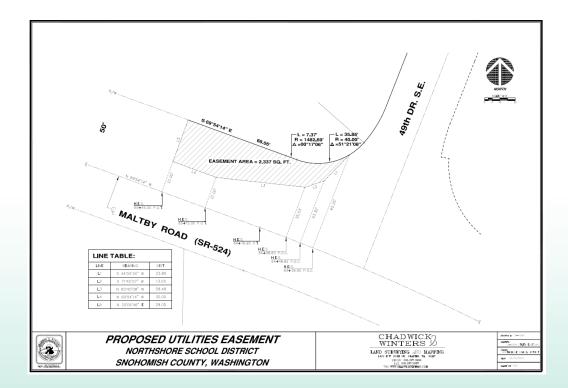
Visual Depiction – Right of Way Dedication area with existing as-built easements





5

Visual Depiction – Easement Area to remain after dedication





12/132

Facts and Next Steps

- No District equipment, facilities, will be without an easement.
- District staff have reviewed and approved this request.
- Legal has reviewed and approved the easement language.
- Real Estate Services recommends approving this request.
- November 1, 2022, Commission will hold a Public Hearing and vote on this Resolution.



7

Questions?





Master Service Agreement (MSA) With Puget Sound Energy (PSE)

Sheri Miller - Customer and Energy Services Program Manager Jeff Feinberg - Senior Manager, Energy Efficiency & Customer Innovations

October 18, 2022

Previous Presentation June 16, 2020

Why we are here

- The MSA has proven to be a very successful partnership with PSE.
- By the end of 2022 the current MSA "not to exceed" of \$2M will be nearly accounted for in programs, with the agreement continuing through February 2024.
- The initial amount of \$2M allowed us the space to explore opportunities. The success of the program has identified additional opportunities to use the agreement to serve our mutual PSE customers.
- The Small Business Direct Install (SBDI) the first program in the MSA serves a historically underserved market segment and provides meaningful benefits at a critical time for many small businesses navigating the Pandemic, beyond savings alone.

To continue the SBDI program and allow MSA funding for additional programs - increased funding is needed.

Our Ask

Consideration of Commission approval to increase MSA "not to exceed" by \$1.5M Resolution at the next Commission meeting

These funds will enhance offerings throughout 2023 and early 2024:

- Small Business Direct Install (SBDI)
- Energy Design Assistance (EDA)
- Program growth
- New programs

MSA Background

Commission approval: 7/7/2020

Executed: 11/9/2020 (after ~10 years of effort working with PSE)

Expires: 2/28/2024

Current agreement limit: \$2M

First Program: Small Business Direct Install (SBDI)







- Utility coordination for energy conservation and delivery of energy savings
- Enables PUD/PSE shared customers to receive full value for energy savings
- Allows us to buy/sell savings between the utilities as savings become harder to achieve

SBDI Overview Small Business Direct Install

Types of Businesses

Youth center, office, retail, insurance, food service, restaurant, fast food, auto body, grocery, hair salon, cleaners, gas station, barber, shopping center, UPS, lodging, animal hospital, medical office, residential care, printer, boutique, American Legion, funeral home, meat locker, fitness, childcare, investment, office, warehouse, lodging, camps, education, churches, laboratory, dollar store, bike shop, event space, furnishings, rentals, pet store, auto repair, self storage

Historically, small businesses have been a very difficult segment for us to reach. They are defined as having a 10,000 square foot maximum.

Cities Served

Arlington Bothell Everett Lynnwood Marysville Monroe Mukilteo Snohomish Edmonds Camano Island Mountlake Terrace Mill Creek Lake Stevens Stanwood Granite Falls Darrington

Small Business Direct Install – SBDI kWh Savings

Year	kWh
2020	633,797 (2 months)
2021	1,353,745
2022	733,616 (6 months)
2022 projected	1,764,706



7

Customer Testimonial: Habitat for Humanity

Covid 19 caused stores to close in the first year losing more than \$300,000 in revenue, which was devasting. They depend on store sales to fund affordable homes for low-income families. By participating in SBDI they were able to receive \$23,000 in efficiency upgrades.

"The high-efficiency LED lighting equipment installed will save our organization \$7,538 every single year in electricity bills. This enabled us to put the entirety of our energy savings into housing solutions for local families."

--Steven Li, director for Habitat of Humanity of Snohomish County









Bonneville Power Administration (BPA): Post-2028 Contract Briefing





Garrison Marr, Senior Manager Power Supply Marie Morrison, Principal Utility Analyst Ian Hunter, Transmission and Policy Analyst October 18, 2022



SNOHOMISH COUNTY PUD



Agenda:

- Post-2028 Contract Context and Scope
- PUD Priorities
- Next Steps

Presentation Purpose:

- Informational Briefing
- No Board asks today





What is the Post-2028 BPA Contract?

- Long-term BPA Power Contract
- Includes:
 - Contract allocations (How much PUD can get at Tier 1 rate)
 - Product definitions (What Power products PUD can get)
 - Ratemaking (How Contract/Product **prices** will be determined)
 - Other contract parameters (Federal System Size, Conservation Program structure, Residential Exchange Program, Others)





PUD's Philosophical Approach to the Post-2028 Contract

- The PUD strives to be **solutions-oriented leaders** in the development of the best possible Contract and Product parameters. We have multiple staff members engaged.
- We approach product discussions as if the PUD could be **any BPA Power product customer** (Block/Slice, Block, Load-Following)
- We are seeking a **reliable**, **low-cost**, **flexible**, **clean**, BPA Power product
- The contract should **reflect the dynamic future** ahead of us





The Four C's: PUD Post-2028 Priorities

- **Contract High Water Mark:** PUD seeks the largest practical, principled allocation.
- **Carbon:** PUD seeks a 100% clean BPA Power product.
- **Capacity:** The PUD seeks sufficient clean capacity to meet its load service needs across BPA Power products
- **Cost:** The PUD seeks a contractual structure and product offerings with low, stable prices.





C#1: Contract High Water Mark (CHWM)

- What is it?
 - CHWM is the annual allocation of contractual BPA Power on an annual average basis.
 - The forecast Net Requirements of BPA's public power customers is expected to be larger than the federal system size. This fact makes this issue contentious.
- Unique PUD needs
 - The PUD deliberately decreased its Net Requirement through conservation, in order to preserve "headroom" for the future.
- Solution Pathways
 - Appropriate accounting of conservation in CHWM calculation
 - Limit regional load growth in CHWM calculation
 - Increased federal system size
- How we've engaged
 - Participate in Public Power Council (PPC) Small Working Group, contributed to PPC Concept Paper, serve on PPC Conservation sub-committee, direct outreach to BPA staff and administration





C#2: Carbon

- What is it?
 - BPA's Average System Mix is historically >95% clean
 - We'd like BPA's product to be 100% clean
- Unique PUD needs
 - The PUD has significant financial opportunities under the Clean Energy Transformation Act (CETA) and Climate Commitment Act (CCA) with a 100% clean product.
- Solution Pathways
 - Ratemaking constructs that would align environmental attributes, energy, and products
 - Exchange mechanisms that would allow customers to meet goals
- How we've engaged
 - Developed exchange concept, PPC Small Working Group participation, BPA staff and administration outreach





C#3: Capacity

- What is it?
 - Capacity is the ability to dispatch energy up or down based upon needs
 - Clean capacity is among the most difficult resource types to develop
- Unique PUD needs
 - The PUD has the potential for seasonal capacity deficits under the current Slice/Block product.
 - Sufficient capacity is important for Western Resource Adequacy Program participation.
- Solution Pathways
 - Ensuring all BPA Power products address load service needs
- How we've engaged
 - Contributed to Slice Group White Paper, PPC Small Working Group participation, Peak Net Requirement Task Force participation, BPA staff and administration outreach





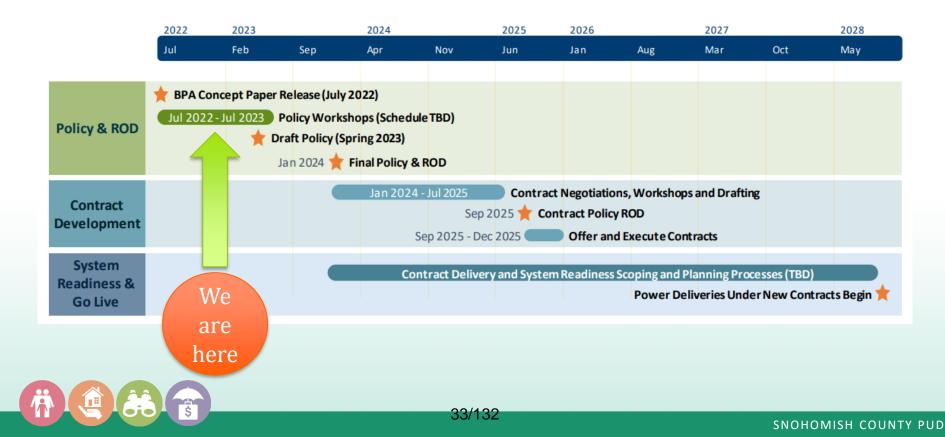
C#4: Cost

- What is it?
 - Low, stable prices from BPA provide price stability for our customers
- Unique PUD needs
 - We are not unique here; this is a shared public power goal
- Solution Pathways
 - The BPA Post-2028 process will include a Rate Design process
- How we've engaged
 - Rate process has not started yet, but we will invest staff resources for robust participation once begun





Next Steps: From BPA's Perspective



Next Steps: From PUD's Perspective

Advancing the 4 C's

- **CHWM:** Continue to collaborate with PPC on concepts, engage with BPA at staff and Executive levels
- **Carbon:** Continue to collaborate with PPC on concepts, engage with BPA at staff and Executive levels
- **Capacity:** Continue to work issue through Peak Net Requirements Task Force, engage with BPA at staff and Executive levels
- **Cost:** Engage in Rate Process as it launches in Q1 2023

Additional Efforts

- 2023 IRP will include Post-2028 contract analysis on Products
- Legal staff engaged in preliminary discussion on Residential Exchange Program
- PUD maintains internal "Big Tent" cross-functional group to ensure cross-functional Post-2028 visibility and peer review of approaches
- PUD staff and Executives have established peer small groups to develop collaborative approaches to regional issues

11



Questions?





Climate Commitment Act: Update on Rulemaking

October 18, 2022

Ian Hunter Policy Analyst, Power Supply

Previous Briefing: July 12, 2021











Today's Agenda

• Review of the Climate Commitment Act (CCA)

- Update:
 - Rulemaking engagement
 - Issues discussed
 - Final rule and potential impacts to Snohomish
- Next steps on the CCA



What is the Climate Commitment Act?

- The Climate Commitment Act, also referred to as CCA or Cap-and-Invest, passed into law in 2021
- Implements a statewide cap on greenhouse gas (GHG) emissions with the goal of cutting carbon emissions over time
- Covered entities must either reduce their emissions, or purchase allowances
- Allowances are provided via auction, creating a source of revenue for the state
- The overall amount of allowances provided (cost and no cost) will decrease over time with the goal of more carbon reduction to meet the states goals



What are the key milestones for the CCA?

• Department of Ecology rulemaking for CCA began August 4, 2021, and concluded on September 30, 2022, with the issuance of the final rule

- The rule and program are set to begin January 1, 2023
 - Compliance periods are 4 years; the first compliance period will be measured year-by-year to allow for adjustments

39/132



What are the key provisions of the CCA?

- The CCA is an economy-wide program; any entity that emits >25,000 Metric Tons (MT) of CO2 annually is a "covered entity" under the program
 - For the electric sector, the point of regulation is at the source of generation:
 - Generators inside WA are directly regulated
 - Electricity imported from outside WA will have compliance determined via e-tag
- Entities must acquire 1 allowance for each MT of CO2 emitted; the overall cap forces covered entities to either purchase allowances or reduce emissions
- The CCA recognizes that the electric sector is already regulated by CETA
- The Department of Ecology (Ecology) is the action agency for implementing the CCA



How are CETA and the CCA supposed to interact?

- When first introduced, the CCA posed significant risk of double-regulating electric utilities
- In the process of developing the CCA bill, legislators agreed that CETA will be the primary state policy for transitioning utilities away from emitting resources and toward a clean energy future
- Therefore, legislators further agreed that conceptually utilities and their ratepayers should not bear any additional cost from the CCA, as they are already regulated and face compliance costs under CETA
 - This agreement is memorialized in statute as the provision of "No-cost allowances" to utilities to mitigate the costs that the CCA may have upon rates



Snohomish was neutral on the CCA

- Snohomish did not formally take a position on CCA, remaining neutral
- While supportive of economy wide decarbonization, several issues were not worked out prior to passage
 - Despite the conceptual agreement that utilities should not bear any cost burden from the CCA, the legislative language left a significant portion of actual implementation to rulemaking
 - Even with a 100% clean portfolio, Snohomish foresaw the potential for a compliance and cost risk, pending final rules
 - This was Snohomish's and the broader utility coalition's focus during rulemaking



CCA Rulemaking – What were Snohomish's points of engagement?

• Primary engagement was focused on how Ecology addressed the "Cost Burden"

- Secondary topics:
 - Establishing the Baseline / Overall cap on emissions and allowances
 - Allowing BPA to be the First Jurisdictional Deliverer (FJD) for imported electricity



Final Rules: Cost Burden

- Ecology's final rules regarding cost burden:
 - Utilize a formula based on annual forecasts of:
 - Total retail load, and
 - Resources used to serve that load
 - Forecasts must be approved by governing board, and can be updated through June 2023
 - Forecasts must be "consistent" with published CEIP
 - Ecology will take forecasts and calculate cost burden based on the rule formula



Concerns with Ecology's Approach

- Cost Burden formula accounts only for direct compliance costs
 - Further, Ecology makes statements that Ecology is not bound to make utilities whole from CCA costs – only that some level of mitigation is required
- Unless proactively updated, the load and resource forecasts may be taken from inappropriate or inconsistent data sources
- This could be incredibly costly for Snohomish's ratepayers despite being a net exporter of clean energy



Cost Burden Calculation Alternative

- Snohomish, as a part of the Public Generating Pool (PGP), submitted comments during rulemaking establishing a "Cost Burden template"
- The template outlined utility costs stemming from the CCA, consistent with the CCA's statutory language and definition of "Cost Burden"
 - Includes direct and indirect costs of the CCA
 - Aligns with California's Cap and Trade program
 - Would protect utility ratepayers from double regulation under CETA and the CCA



Next Steps

- Snohomish staff is working to provide the Commission with two cost burden calculations
 - A cost burden calculation based on the final rule language
 - A detailed calculation utilizing the PGP Cost Burden template
 - Both calculations will utilize the same underlying data
- Our goal is to highlight the actual costs of the CCA to our ratepayers as recognized by statute and juxtapose those costs against what would be mitigated by the final rule



Next Steps and What to Expect

- Staff is currently pulling together the appropriate and most upto-date forecasts of load and resources to use in this calculation
- Staff will also be considering factors such as:
 - Future market prices
 - Forecasted allowance prices
 - Load and Resource balancing costs
- We aim to provide this analysis for your consideration before the end of the year

Questions?



COMMENTS FROM THE PUBLIC

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Home > About

JUOUR | MALIONAL SHOW AND ICE DATA CENTER

About

Advancing knowledge of Earth's frozen regions since 1976

NSIDC's diverse group of experts have provided research and data management on the cryosphere for nearly 50 years. Learn about our history, our people, and how to join our team!

Get to know us



What we do

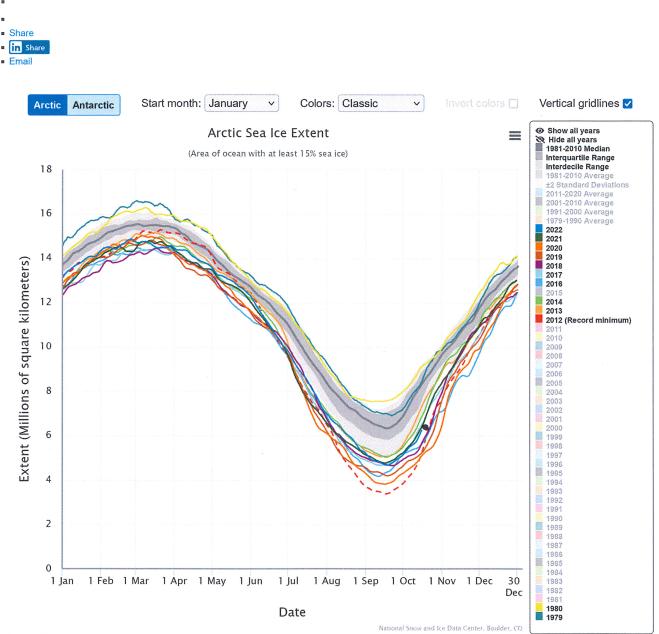
From data management and software development to scientific research, get the the basic rundown on what NSIDC does, and why our work is so important to advancing understanding of Earth's frozen regions.

Read more →



Charctic Interactive Sea Ice Graph

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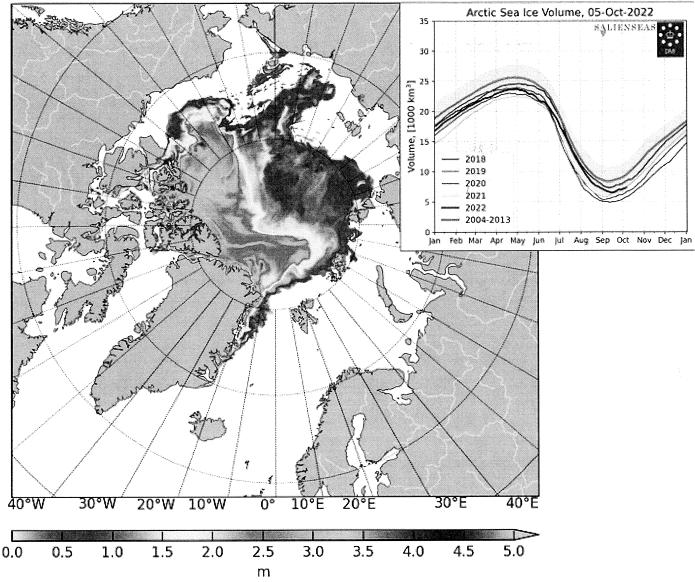
ChArctic v3.3.8

· View additional years by clicking the dates in the legend.

- Roll your cursor over the line to see daily sea ice extent values.
- · Zoom in to any area on the chart by clicking and dragging your mouse.
- To see a corresponding daily sea ice concentration image, click on a line in the chart. Sea ice extent is derived from sea ice concentration. Images are not available for the average or standard deviation.
- When reusing Charctic images or data, please credit "National Snow and Ice Data Center."
- · Currently, some functions do not work in Internet Explorer. We recommend using a different browser.
- · For more information about the data, see About Charctic data.



Sea Ice Thickness, 05-Oct-2022



The map, animation and graph illustrate the sea ice thickness in the Northern Hemisphere, excluding the Baltic Sea and the Pacific. The data is based on DMI's model calculations.

The map is updated on a daily basis.

In order to get a true picture of the state of the sea ice, it is necessary to determine both its extent and its volume. This includes the thickness of the ice, which can vary from thin ice to ice that is several metres thick.

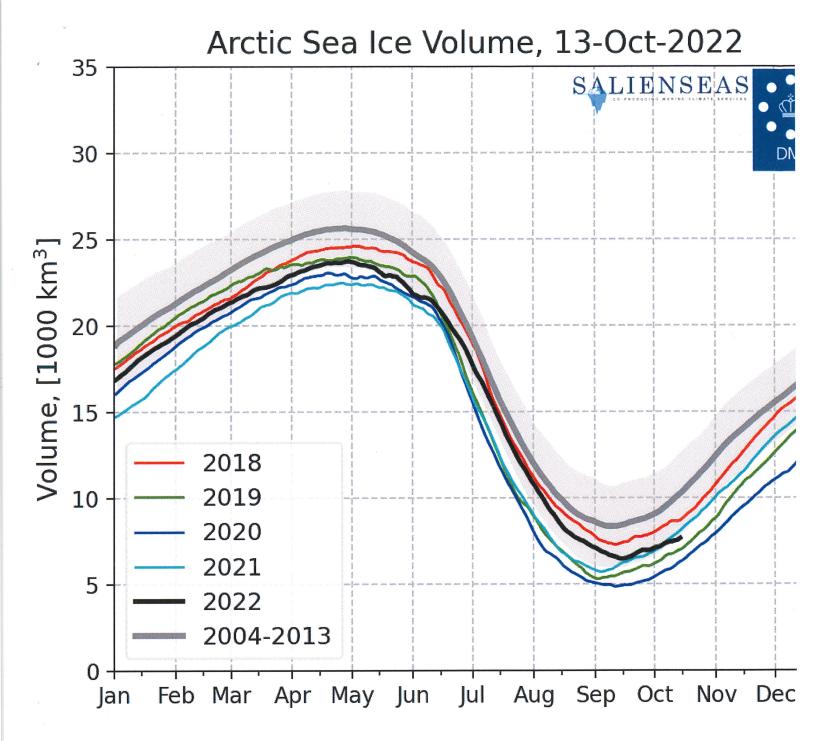
See also the map of the extent of the sea ice.

Read more here.

New graphics December 7, 2021. Please see text below.

The state of the sea ice is determined by its extent, thickness and volume

New graphics December 7, 2021.



The ice cover in the Arctic grows throughout the winter, before peaking in March. Melting picks up pace during the spring as the sun gets stronger, and in September the extent of the ice cover is typically only around one third of its winter maximum.

Differences may occur in terms of the position of the edge of the ice in the two maps, "Extent of the sea ice" and "Thickness and volume of the sea ice", as the model calculations do not always correspond exactly to the satellite sensors' registration of the extent of the ice.

Ice concentrations are based on satellite data and are from the Ocean and Sea Ice Satellite Application Facility project (OSISAF).

The thickness of the ice shown is calculated by means of the HYCOM-CICE model of sea ice at DMI. The model calculates various oceanographic values, including sea ice, in a grid with cells of 10 x 10 square km. The model is driven by meteorological data from ECMWF (European Centre for Medium-Range Weather Forecasts). In each grid cell the ice is classified into 5 thickness categories, with thickness, concentration, movement and heat balance of the ice being calculated for each category. The map of the ice thickness shows the mean thickness of ice in each grid cell.

The graph on the right shows the annual variation of the volume of the sea ice in the Northern Hemisphere, excluding the Baltic Sea and the Pacific. The volume of the ice is calculated on the basis of the ice thicknesses from the HYCOM-CICE model. In each grid cell the volume is calculated as thickness multiplied with concentration and with area, with contributions from all grid cells to the total volume. The grey band around the climatologic mean value corresponds to plus/minus one standard deviation based on the 10-year average 2004-2013.



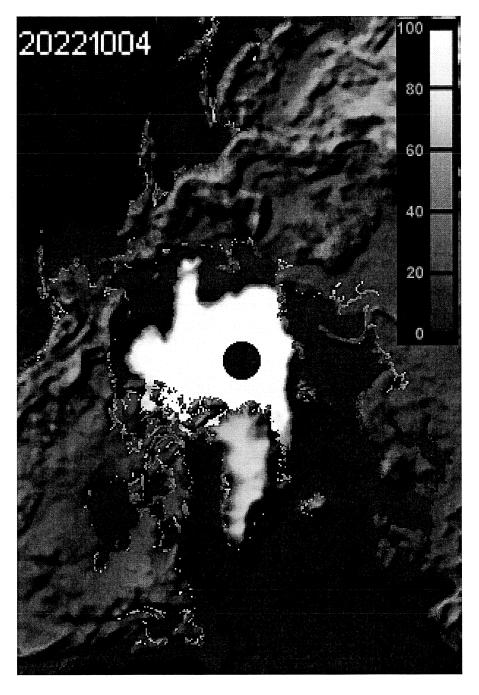
NERSC Arctic Sea Ice Observing System

- passive microwave satellite observations of Arctic Sea Ice since 1978



Daily ice maps and statistics in the Arctic region

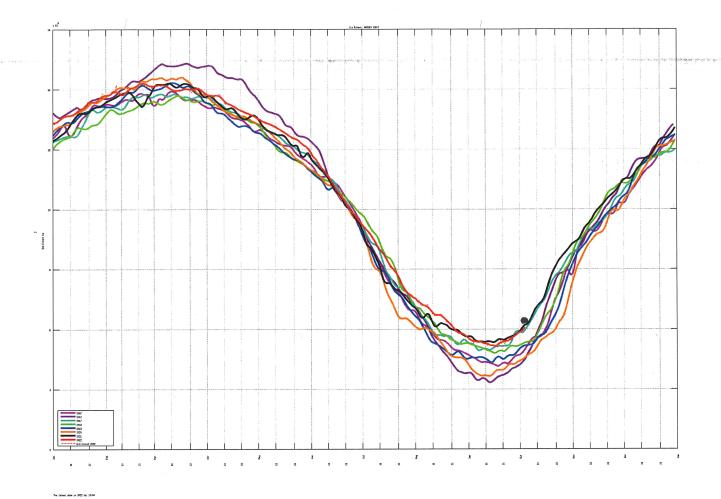
DAILY ICE MAP FROM SSMI, NERSC



SEASONAL ICE EXTENT IN Mill SQ.Km

9

10



Read more



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022	2	Agenda Item: <u>3A</u>
TITLE		
Approval of the Minutes for the Regu	lar Meeting of Octobe	er 3, 2022
SUBMITTED FOR: Consent Agend	da	
Commission	Allison Mo	orrison 8037
Department	Contact	Extension
Date of Previous Briefing:		
Estimated Expenditure:		Presentation Planned
ACTION REQUIRED:		
 Decision Preparation Policy Discussion Policy Decision 	Incidental (Information)	Monitoring Report

SUMMARY STATEMENT:

Statutory

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4) ... a non-delegable, statutorily assigned Board duty as defined under RCW 54.12.090 - minutes.

List Attachments: Preliminary Minutes

PREMLIMINARY SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT

Regular Meeting

The Regular Meeting was convened by Vice President Rebecca Wolfe at 9:02 a.m. Those attending were Sidney Logan, Secretary; General Counsel Anne Spangler; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones (virtually); Chief Information Officer Kristi Sterling; other District staff; Assistant Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner. President Tanya Olson joined the meeting at 9:11 a.m.

* Items Taken Out of Order **Non-Agenda Items

1. CEO/GENERAL MANAGER BRIEFING AND STUDY SESSION

- A. Updates
 - 1. <u>Media</u>. Communications, Marketing & Business Readiness Director Julee Cunningham reported on District related news and articles.
 - 2. <u>Other</u>. There were no other updates.
- B. Interlocal Agreement Snohomish County Bridge 102 Replacement

Assistant General Manager, Water Utility Brant Wood presented information on the proposed Interlocal Agreement with Snohomish County Public Works, including the design and construction of the District's water facilities in a County bridge replacement project.

The next steps would be Board consideration of a resolution at the October 18, 2022, Commission meeting, followed by project design from 2022-2024 and construction of the project in 2025.

C. Clean Buildings Accelerator Agreement

Customer & Energy Services Program Manager Kelsey Lewis and Senior Executive Account Manager Rob McManis provided a presentation on a new Clean Buildings Accelerator (CBA) Professional Services Contract.

The next steps would be Board consideration of a resolution at the October 18, 2022, Commission meeting and the contract going into effect on October 19, 2022.

D. Energy Risk Management Report – Semiannual Report 2022

Data Scientist Peter Dauenhauer provided an overview of the 2022 Semiannual Report that included Supply, Demand, Market Prices, Peak Week Demand, Forecast Errors Over Time and Forward Prices.

E. Water Supply Update

Short-Term Power Trader Mike Shapley provided a presentation on the District's Water Supply. Information included an Energy Portfolio Mix, a summary of Water Year 2022 (WY '22) and the Water Year 2023 (WY'23) forecast.

The meeting recessed at 10:32 a.m. and reconvened at 10:38 a.m.

F. 2023 Load Forecast

Senior Manager, Rates, Economics, and Energy Risk Management Brian Booth and Data Scientist Felicienne Ng provided a presentation on the methodology and load environment for the District's Residential, Commercial, and Industrial 2023 Load.

The load environment included economic conditions, COVID-19 impact, inflation, unemployment, the current state of the system, and the role energy efficiency played.

The meeting recessed at 11:19 a.m.

RECONVENE REGULAR MEETING

The Regular Meeting was reconvened by President Tanya Olson at 1:30 p.m. Those attending were Rebecca Wolfe, Vice-President; Sidney Logan, Secretary; General Counsel Anne Spangler; Assistant General Managers Pam Baley, Guy Payne, Brant Wood, and Jason Zyskowski; Chief Financial Officer Scott Jones (virtually); Chief Information Officer Kristi Sterling; other District staff; members of the public; Assistant Clerk of the Board Allison Morrison; and Deputy Clerks of the Board Jenny Rich and Morgan Stoltzner.

* Items Taken Out of Order **Non-Agenda Items

2. RECOGNITION/DECLARATIONS

A. Employee of the Month for October – Jackie Morales

Jackie Morales was recognized as Employee of the Month for October.

3. COMMENTS FROM THE PUBLIC

The following public provided comments:

• Steven Keeler, Edmonds, provided documents at places, by reference made a part of the packet.

4. CONSENT AGENDA

- A. Approval of Minutes for the Regular Meeting of September 20, 2022
- B. Bid Awards, Professional Services Contracts and Amendments

Public Works Contract Award Recommendations: Request for Proposal No. 22-1321-KS with Laser Underground & Earthworks, Inc. Formal Bid Award Recommendations \$120,000 and Over: None Professional Services Contract Award Recommendations \$200,000 and Over: Request for Proposal No. 22-1247-SR with GridBright, Inc. Miscellaneous Contract Award Recommendations \$200,000 and Over: Miscellaneous Contract No. CW2249222 with The Boeing Company Interlocal Agreements and Cooperative Purchase Recommendations: Contracts: Purchase Order No. 4500079254 with Pape Machinery Purchase Order No. 4500079307 with John Deere and Company Amendments: None Sole Source Purchase Recommendations: None Emergency Declarations, Purchases and Public Works Contracts: None Purchases Involving Special Facilities or Market Condition Recommendations: None Formal Bid and Contract Amendments: Miscellaneous No. CW2225685 with Tru-Check Inc. **Contract Acceptance Recommendations:** Public Works Contract No. CW2247700 with Pellco Construction Inc.

C. Consideration of Certification/Ratification and Approval of District Checks and Vouchers

A motion unanimously passed approving Agenda Items 4A – Approval of the Minutes for the Regular Meeting of September 20, 2022; 4B - Bid Awards, Professional Services Contracts and Amendments; and 4C - Consideration of Certification/Ratification and Approval of Checks and Vouchers.

5. PUBLIC HEARING

A. Open the 2023 Proposed Budget Hearing

President Olson opened the public hearing.

Chief Financial Officer Scott Jones and Budget & Financial Planning Manager Sarah Bond provided a presentation to introduce the 2023 proposed Electric, Generation, and Water System budgets.

The 2023 Budget remaining hearing schedule was as follows:

November 1, 2022 2023 Proposed Budget Presentation

November 15, 2022 Discuss any potential changes to the 2023 Proposed Budget

December 6, 2022 Adoption of the 2023 Budget

There were no public comments.

A motion unanimously passed continuing the hearing on the 2023 Budget to Tuesday, November 1, 2022, at 1:30 p.m., at 2320 California Street in Everett.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consideration of a Resolution Authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to Execute an Agreement for the Joint Ownership of Utility Poles With Northwest Fiber, LLC., a Delaware Limited Liability Company, d/b/a Ziply Fiber

A motion unanimously passed approving Resolution No. 6082 authorizing the Assistant General Manager, Distribution and Engineering Services, of Public Utility District No. 1 of Snohomish County to execute an agreement for the joint ownership of utility poles with Northwest Fiber, LLC., a Delaware Limited Liability Company, d/b/a Ziply Fiber.

B. Consideration of a Resolution Authorizing Investment of District Monies in the Local Government Investment Pool

A motion unanimously passed approving Resolution No. 6083 authorizing investment of District monies in the Local Government Investment Pool.

7. COMMISSION BUSINESS

A. Commission Reports

There were no Commission reports.

B. Commissioner Event Calendar

There were no changes to the Commissioner Event Calendar.

C. 2022 Budget, Forecast, and Major Project Status Report – August

Staff responded to questions regarding the 2022 Budget, Forecast, and Major Project Status Report.

D. Consideration of a Resolution of Recognition, Appreciation and Best Wishes to General Counsel Anne L. Spangler

A motion unanimously passed approving Resolution No. 6084 recognition, appreciation and best wishes to General Counsel Anne L. Spangler.

8. GOVERNANCE PLANNING

A. Governance Planning Calendar

There were no changes to the Governance Planning Calendar.

ADJOURNMENT

There being no further business or discussion to come before the Board, the Regular Meeting of October 3, 2022, adjourned at 2:27 p.m. An audio file of the meeting is on file in the Commission Office and available for review.

Approved this 18th day of October, 2022.

Secretary

President

Vice President



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022

Agenda Item: <u>3B</u>

TITLE

CEO/General Manager's Report of Public Works Contract Award Recommendations; Formal Bid Award Recommendations; Professional Services Contract Award Recommendations; Miscellaneous Contract Award Recommendations; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations

SUBMITTED FOR: Consent Agenda

Contracts/Purchasing Department Date of Previous Briefing: Estimated Expenditure:	<u>Clark Lang</u> Contact	Straat 5539 Extension Presentation Planned	_
ACTION REQUIRED:	Incidental (Information)	Monitoring Report	

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts: Governance Process, Board Job Description, GP-3(4) ... non-delegable, statutorily assigned Board duty – Contracts and Purchasing.

The CEO/General Manager's Report of Public Works Contract Award Recommendations; Formal Bid Award Recommendations \$120,000 and Over; Professional Services Contract Award Recommendations \$200,000 and Over; Miscellaneous Contract Award Recommendations \$200,000 and Over; Cooperative Purchase Recommendations; Sole Source Purchase Recommendations; Emergency Declarations, Purchases and Public Works Contracts; Purchases Involving Special Facilities or Market Condition Recommendations; Formal Bid and Contract Amendments; and Contract Acceptance Recommendations contains the following sections:

Public Works Contract Award Recommendations; None

Formal Bid Award Recommendations \$120,000 and Over; None

Professional Services Contract Award Recommendations \$200,000 and Over (Page 1); Professional Services Contract No. CW2249421 with Stillwater Energy, LLC

Miscellaneous Contract Award Recommendations \$200,000 and Over; None

Interlocal Agreements and Cooperative Purchase Recommendations (Page 2); Contracts: Purchase Order No. 4500079665 with Pape Machinery Amendments: None

Sole Source Purchase Recommendations (Page 3); Order Agreement No. 4600003615 with McWane Inc.

Emergency Declarations, Purchases and Public Works Contracts; None

Purchases Involving Special Facilities or Market Condition Recommendations; None

Formal Bid and Contract Amendments (Pages 4-5); Miscellaneous No. CW2242146 with Total Landscape Corporation PSC No. CW2249410 with ICMA-RC dba MissionSquare Retirement

Contract Acceptance Recommendations (Pages 6–7); Public Works Contract No. CW2243956 with R. C. Zeigler Company, Inc. Public Works Contract No. CW2247868 with Pellco Construction Inc.

List Attachments: October 18, 2022 Report

Professional Services Contract Award Recommendation(s) \$200,000 And Over October 18, 2022

<u>PSC No. CW2249421</u>

Clean Buildings Accelerator Program

No. of Bids Solicited: No. of Bids Received: Project Leader & Phone No.: Contract Term:

N/A N/A Kelsey Lewis Ext. 8251 10/19/22 – 12/31/25

Consultant

Not-to-Exceed Amount (tax n/a)

\$360,070.00

Award To Stillwater Energy, LLC

Summary Statement: The Clean Buildings Performance Standard requires commercial buildings over 50,000 square feet to meet energy performance targets and have documented energy management plans. The deadlines for compliance begin with the largest buildings in 2026 and the penalties for non-compliance are in the range of \$.20 - \$1.00 per square foot. There is also an early adopter incentive of \$.85 per square foot for buildings that are 15 points over target that come into compliance (available until funds are depleted).

There are more than 500 buildings in the District's service territory that are impacted by this law. With deadlines quickly approaching and much confusion around the requirements of the law, District staff launched a Clean Buildings Accelerator Pilot in March 2022 with Stillwater Energy to support customers navigating this challenge. The Pilot was successful with 8 participants, generating a pipeline of more than 120 projects and positive feedback from customers who said they felt more assured of their path forward to compliance.

District staff believes it is in the District's best interest to continue with the program and sign a longer-term contract with Stillwater Energy to launch four cohorts over the next two years. This would allow us to continue supporting our customers navigating the law as well as strengthening our relationship with customers in this market segment and introducing them to other Energy Efficiency programs.

Staff recommends award to Stillwater Energy, LLC to provide the required professional consulting services in the amount of \$360,070.00

By approval of this award recommendation, the Board authorizes the District's CEO/General Manager or his designee to enter into the necessary agreements with Stillwater Energy, LLC in a form approved by General Counsel, for provision of the necessary consulting services for a not-to-exceed amount of \$360,070.00, in accordance with the terms and conditions described above and additional terms and conditions mutually acceptable to the parties.

Cooperative Purchase Recommendations October 18, 2022

State law permits a public agency to purchase from a contract entered into by another public agency as long as the contract is determined to have been awarded in compliance with the bidding requirements of the agency seeking to make the purchase, provided that the requirement for advertising or providing notice for bids is deemed satisfied if the awarding entity advertises according to its own bidding requirements, and either (i) posts the advertisement on any website sponsored by a public agency, purchasing cooperative or similar service provider, or (ii) provides an access link on the state's web portal to the notice. District staff have verified through documentation and/or individual questions to the applicable awarding entity that the bid process used for each purchase recommended below meets the District's procurement requirements.

Accordingly, staff recommends approval of the following contracts/amendments:

A. CONTRACTS

Awarded Vendor Name: Pape Machinery\$155,051.60Purchase Order Number: 4500079665\$00079665Sourcewell Contract #060122-WAIDescription of Purchase: Purchase of one 13-ton drum roller. This equipment will be a fleet addition.Project Lead: Christina Brueckner, Ext. 5053\$155,051.60

Order Agreement No. 4600003615

Annual Sole Source Recommendation for Ductile Iron Poles

Project Leader & Phone No.: Tyler Reinitz Ext. 4260 Estimate: \$5,000,000.00

Due to environmental concerns, chemically treated wood poles are not the preferred choice to be set in wetlands, buffers, or sensitive areas. The remaining options are ductile iron (DI), fiberglass, or steel poles. Deflection in taller fiberglass poles has been a historical problem, especially in transmission applications, so they are less desirable for installation. DI and steel poles meet all the strength and deflection requirements, and the DI pole shape and lower weight make them an excellent alternative to wood. Because of their lower cost DI poles are the preferred choice.

Contracts and Purchasing places regular orders for DI poles to support District requirements and when an individual order exceeds \$120,000.00 Commission approval is requested. On September 7, 2021, the Commission approved an annual sole source amount of \$500,000.00. Throughout the 12-month period this amount was increased three times to \$1,850,000.00 due to increased ordering for pandemic-related longer lead times and demand for poles to support AMI. A total of 336 poles were ordered during this time in the amount of \$1,793,987.35.

To simplify and expedite future orders staff is requesting approval of Sole Source purchases for a two-year period. Staff estimates that these purchases will total \$5,000,000.00 over the next two years. This estimate is based on prior usage and current pricing. Staff will continue to monitor market conditions to ensure that the above stated sole source conditions remain during this period.

At this time, McWane Inc. is the only known manufacturer of DI poles that meet District criteria. McWane Inc. has communicated in writing to the District their status as a direct source manufacturer and will not provide poles through distribution.

	Vendor	Estimated Subtotal (w/o tax)
Award To:	McWane Inc.	\$5,000,000.00
Summary Statement:	Staff recommends award to McWane I	nc., the sole provider of ductile iron poles

in the estimated annual amount of \$5,000,000.00, plus tax.

Formal Bid and Contract Amendment(s) October 18, 2022

MISC. No. CW2242146

Landscape Maintenance of District Properties – North & East County & Camano Island Contractor/Consultant/Supplier:Total Landscape CorporationProject Leader & Phone No.:Bill QuinlanExt. 8648Amendment No.:33Amendment:\$109,705.54

\$64,080.00		
\$143,312.56	Original Start/End:	11/1/20 - 10/31/21
\$109,705.54	Present Start/End:	11/1/21 - 10/31/22
\$253,018.10	New End Date:	10/31/23
	\$64,080.00 \$143,312.56 \$109,705.54 \$253,018.10	\$143,312.56 Original Start/End: \$109,705.54 Present Start/End:

Summary Statement: Staff recommends approval of Amendment No. 3 to exercise the renewal option for year three and add additional scope of work. This renewal will extend the completion date to October 31, 2023 and increase the contract amount by \$109,705.54. This amount includes a 3% increase as allowed by the contract terms.

The contract allows the District, at its sole option, to renew under the same terms and conditions, except as to price, for up to two additional consecutive terms of one year each. Price increases are based on the Consumer Price Index (CPI) for the greater Seattle, Tacoma, Bellevue area provided that no annual increase shall exceed three percent.

Summary of Amendments:

<u>Amendment No. 1</u> dated July 7, 2021 increased the contract amount by \$4,300.00 and added two additional areas at the North County Micro Grid and Data Center.

<u>Amendment No. 2</u> dated October 19, 2021 exercised the renewal option for year two. This renewal will extend the completion date to October 31, 2022 and increase the contract amount by \$74,932.56. This amount included a 1.7% increase as allowed by the contract terms.

<u>PSC No. CW2249410</u>

Retirement Administrative Service Agreement

Contractor/Consultant/Supplier:

Project Leader & Phone No.: Amendment No.: ICMA-RC DBA MissionSquare Retirement Dana Pollow Ext. 8735 2

Original Contract :	\$476,863.00
Present Contract Amount:	\$998,363.00
Amendment Amount:	\$500,000.00
New Contract Amount:	\$1,498,363.00

Original Start/End: 6/11/12 - 6/10/17 Present Start/End: 6/11/12 - 10/15/22 New End Date: 10/15/27

Summary Statement: ICMA-RC (DBA MissionSquare) was selected by a competitive RFP in 2012 to provide recordkeeper services for District employee 401(k), 457, and 401(a) deferred compensation plans. This process resulted in an initial five-year contract which was extended for a second five-year period in 2017.

Staff recommends approval of Amendment No. 2 to extend the contract date to October 15, 2027 and increase the contract amount by \$500,000.00. This extension will support continued services for participants until an RFP can be conducted in 2026. The timing of a recordkeeper RFP and potential implementation of a new vendor is best suited for after two related system changes have been completed and stabilized. These include an ADP upgrade impacting payroll processing (2022/2023), and an RFP and potential implementation of a new benefit platform impacting participant enrollments in plans (2024/2025). Sequencing in this way provides stability for participants and simplifies system integrations between those two systems and the current recordkeeper, MissionSquare. For these reasons, staff has concluded extending our current recordkeeper contract terms is in the best interests of both the plan participants and the District.

MissionSquare is proposing a decrease in administrative fees from 4.0 to 2.9 basis points during this extension. Based on current plan balances and this reduced rate, administrative fees are estimated to be about \$90,000 per year or \$450,000.00 through October 2027. This amount will fluctuate based on plan balances each quarter. Administrative fees are paid from participant accounts and are not paid by the District.

Summary of Amendments:

<u>Amendment No. 1 dated</u> October 16, 2017 added \$521,500.00 and extended the contract date to October 15, 2022 so that deferred compensation recordkeeping services for participants in the 401(k), 457, 401(a) plans continued uninterrupted with the same recordkeeper beyond the initial five (5) year contract.

Contract Acceptance Recommendations(s) October 18, 2022

Accept Contract(s) as complete and grant approval to release Retained fund after full compliance with Departments of Labor and Industries, Revenue and Employment Security.

PWC No. CW2243956

Electric Building Elevator Modernization Cars 3 & 4 Contractor:R. CStart/End:6/22Evaluator & Phone No.:ShaNo. of Amendments:4Retained Fund:Retained Fund:

R. C. Zeigler Company, Inc. 6/22/2021 – 6/30/2022 Shawn Wiggins Ext. 1916 4 Retainage Bond Held

Original Contract Amount:	\$337,444.00	Contingency Allowance:	\$31,000.00
Total Amendment Amount:	\$43,721.84	Contingency Allowance Used:	\$28,850.00
Final Contract Amount:	\$381,165.84	Contingency Allowance Savings:	\$2,150.00

Summary Statement: None

Contract Acceptance Recommendations(s) October 18, 2022

Accept Contract(s) as complete and grant approval to release Retained fund after full compliance with Departments of Labor and Industries, Revenue and Employment Security.

PWC No. CW2247868

Edgecomb Substation Site Improvements

Contractor:	Pellco Construction Inc.
Start/End:	05/31/2022 - 09/08/2022
Evaluator & Phone No.:	Jacob Dahl Ext. 5277
No. of Amendments:	1
Retained Fund:	\$0, Retainage Bond #S021413

Original Contract Amount:	\$674,150.00
Total Amendment Amount:	\$-27,983.17
Final Contract Amount:	\$646,166.83

Summary Statement: None



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022

Agenda Item: <u>3C</u>

TITLE:

Consideration of Certification/Ratification and Approval of District Checks and Vouchers

SUBMITTED FOR: Consent Agenda			
General Accounting & Financial Systems Department Date of Previous Briefing: Estimated Expenditure:	<u>Julia Ande</u> Contact	_	<u>8027</u> Extension sentation Planned
ACTION REQUIRED:			
 Decision Preparation Policy Discussion Policy Decision Statutory 	Incidental (Information)	Monitoring	Report
SUMMARY STATEMENT:			

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4)(B)(2)a non-delegable, statutorily assigned Board duty to approve vouchers for all warrants issued.

The attached District checks and vouchers are submitted for the Board's certification, ratification and approval.

List Attachments: Voucher Listing



CERTIFICATION/RATIFICATION AND APPROVAL

We, the undersigned of the Public Utility District No. 1 of Snohomish County, Everett, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and the Checks or Warrants listed below are ratified/approved for payment this 18th day of October 2022.

CERTIFICATION:

RATIFIED AND APPROVED:

Board of Commissioners:

Certified as correct:

President

Julia A Anderson

CEO/General Manager

Auditor

Shari Akramoff

Chief Financial Officer/Treasurer

Vice-President

Secretary

TYPE OF DISBURSEMENT	PAYMENT REF NO.	DOLLAR AMOUNT	PAGE NO.
REVOLVING FUND			
Customer Refunds, Incentives and Other	1119081 - 1119312	\$50,632.85	2 - 9
Electronic Customer Refunds		\$13,444.85	10 - 13
WARRANT SUMMARY			
Warrants	8070526 - 8070689	\$1,513,091.62	14 - 19
ACH	6032913 - 6033221	\$3,830,833.27	20 - 29
Wires	7002647 - 7002655	\$9,050,913.05	30
Payroll - Direct Deposit	5300000699 - 5300000699	\$4,161,807.33	31
Payroll - Warrants	844753 - 844764	\$28,967.66	31
Automatic Debit Payments	5300000693 - 5300000701	\$3,551,581.02	32
	GRAND TOTAL	\$22,201,271.65	

Payment Date	Payment Ref Nbr	Payee	Amount
9/26/22	1119081	TAMMY SUMMERS	\$503.87
9/26/22	1119082	DANIEL HADJINIAN	\$110.22
9/26/22	1119083	KATIE KRAUSS	\$12.92
9/26/22	1119084	SARAH ROGERS	\$28.81
9/26/22	1119085	KAREN FIELDS	\$76.81
9/26/22	1119086	JOE TRIEU	\$210.64
9/26/22	1119087	CRYSTAL M GARNES DDS PLLC	\$694.95
9/26/22	1119088	HELEN KLATT	\$1,023.89
9/26/22	1119089	JEAN KRISCHANO	\$341.00
9/26/22	1119090	MICHAEL OSKER	\$274.94
9/26/22	1119091	LIU MANAGEMENT, LLC	\$666.94
9/26/22	1119092	ALS HIGHLANDER OWNER LLC	\$4.62
9/26/22	1119093	LEAH LEEDERS	\$118.8
9/26/22	1119094	SV LATIGO PARTNERS, LLC	\$8.1
9/26/22	1119095	LGI HOMES - WASHINGTON, LLC	\$53.52
9/26/22	1119096	CORNERSTONE HOMES	\$19.10
9/26/22	1119097	STEPHANIE NEWBY	\$18.74
9/26/22	1119098	DENNIS SKOGLUND	\$60.6
9/26/22	1119099	CARMEN KELLING	\$43.5
9/27/22	1119100	FRAYNE MCATEE	\$234.1
9/27/22	1119101	KEAN PEARSON	\$23.62
9/27/22	1119102	KENT COOTES	\$880.9
9/27/22	1119103	112 LLC	\$573.24
9/27/22	1119104	IH6 PROPERTY WASHINGTON LP	\$13.84
9/27/22	1119105	RANDY AUSTRIA	\$554.86
9/27/22	1119106	MARLON NARVAEZ	\$149.4
9/27/22	1119107	IH6 PROPERTY WASHINGTON LP	\$85.04
9/27/22	1119108	DAWN SCHONEWALD	\$95.9
9/27/22	1119109	KATHY DEPIANO	\$1,094.5
9/27/22	1119110	CITY OF GRANITE FALLS	\$22.20
9/27/22	1119111	JOHN STARK	\$193.7
9/27/22	1119112	IH6 PROPERTY WASHINGTON LP	\$28.2

Payment Date	Payment Ref Nbr	Payee	Amount
9/27/22	1119113	MADELIN LUNCEFORD	\$130.60
9/27/22	1119114	IH6 PROPERTY WASHINGTON LP	\$40.07
9/27/22	1119115	ERNEST RIDDER	\$12.21
9/27/22	1119116	TALUSWOOD APARTMENTS OWNER LLC	\$39.50
9/27/22	1119117	GUSTAVO GALVAN	\$130.60
9/27/22	1119118	FAMILY TREE APTS	\$50.14
9/27/22	1119119	SARA EVANS	\$38.47
9/27/22	1119120	KELLY HOWARDS	\$52.69
9/27/22	1119121	MARY ONEAL	\$232.57
9/27/22	1119122	U.S. REIF FIRDALE VILLAGE WASHINGTON,	\$11.09
9/27/22	1119123	PAUL GLASER	\$22.30
9/27/22	1119124	IH6 PROPERTY WASHINGTON LP	\$99.79
9/27/22	1119125	PETER THORDARSON	\$110.45
9/27/22	1119126	JAMES WALLER	\$49.31
9/27/22	1119127	CHUNNAN WANG	\$28.60
9/27/22	1119128	MIKE SCHUBERT	\$8.40
9/27/22	1119129	THE FARM BY VINTAGE LP	\$610.11
9/27/22	1119130	AIMEL SHARZI	\$85.76
9/28/22	1119131	PULTE HOMES OF WASHINGTON, INC.	\$9.14
9/28/22	1119132	PULTE HOMES OF WASHINGTON, INC.	\$5.56
9/28/22	1119133	VIRGINIA FRITZ	\$536.80
9/28/22	1119134	DKJ INVESTMENTS INC	\$56.41
9/28/22	1119135	ADESENA LOCKE	\$105.79
9/28/22	1119136	WAYDE GOODALL	\$68.12
9/28/22	1119137	NATASHA WILSON	\$2,509.34
9/28/22	1119138	DEMARCO KELSEY	\$655.39
9/28/22	1119139	RHONDA MONTANA	\$96.59
9/28/22	1119140	GREEN ACRES PARK	\$98.44
9/28/22	1119141	KATRINA MOUJABBER	\$12.73
9/28/22	1119142	FOX COPORATE HOUSING LLC	\$87.59
9/28/22	1119143	MD ANINDYA PRODHAN	\$63.33
9/28/22	1119144	MARLA EICHMEIER	\$1,000.00

Payment Date	Payment Ref Nbr	Payee	Amount
9/28/22	1119145	CREEKVIEW CONDO ASSOC	\$17.00
9/28/22	1119146	BENJAMIN SCHERER	\$16.56
9/28/22	1119147	SHORE PROPERTY MANAGEMENT LLC	\$229.61
9/28/22	1119148	KEN BROWN	\$510.44
9/28/22	1119149	GERALD POLLACK	\$52.54
9/28/22	1119150	EXXEL PACIFIC INC	\$66.70
9/28/22	1119151	EXXEL PACIFIC INC	\$134.14
9/28/22	1119152	JING WU	\$246.63
9/28/22	1119153	CAROLE TOLCHIN	\$365.35
9/29/22	1119154	JOEL TELLING	\$143.27
9/29/22	1119155	EDMONDS COMMUNITY COLLEGE	\$27.45
9/29/22	1119156	WILLIAM OFSTHUS	\$16.74
9/29/22	1119157	FRANCISCO PASCUAL	\$36.63
9/29/22	1119158	PETER HENDRICKSON	\$14.31
9/29/22	1119159	DOLLAR + MALL LLC	\$1,589.48
9/29/22	1119160	DEREK CHRISTENSEN	\$45.22
9/29/22	1119161	LUKE OLSON	\$59.05
9/29/22	1119162	PM 10TH AVE LLC	\$16.85
9/29/22	1119163	JULIA HAMMOND	\$99.04
9/29/22	1119164	JANIE CHEADLE	\$16.29
9/29/22	1119165	VOID	\$0.00
9/29/22	1119166	JAMAL GHAFARI	\$80.26
9/29/22	1119167	SANG YOON	\$6.36
9/29/22	1119168	BRYAN LONG	\$32.20
9/29/22	1119169	LENNAR NORTHWEST INC	\$6.85
9/29/22	1119170	ESTATE OF DAVID ROGER KERN	\$15.59
9/29/22	1119171	RANDY ANDERSON	\$236.66
9/29/22	1119172	ANNA WHITE	\$94.31
9/29/22	1119173	HOWDY ERICKSEN	\$155.34
9/29/22	1119174	THADDEAUS SANDBECK	\$31.63
9/29/22	1119175	ROBIN HOUSE	\$17.92
9/29/22	1119176	ROMEO CORADO	\$65.04

Payment Date	Payment Ref Nbr	Payee	Amount
9/29/22	1119177	HUN HAK CHO	\$27.05
9/29/22	1119178	STEVEN SMARRA	\$139.58
9/29/22	1119179	CRAIG CLARK	\$90.24
9/29/22	1119180	BRIAN VIERRA	\$151.56
9/29/22	1119181	BLANCA LUCY SIERRA	\$18.18
9/29/22	1119182	TULALIP HOUSING LP #2	\$106.44
9/29/22	1119183	LQH LLC	\$6.18
9/29/22	1119184	DYLAN LUND	\$101.20
9/29/22	1119185	HASHBANG INC	\$281.32
9/29/22	1119186	LENNAR NORTHWEST INC	\$12.83
9/29/22	1119187	JACE CARTER	\$26.04
9/29/22	1119188	E MARIE SCOTT	\$255.96
9/29/22	1119189	MAX WOODY	\$123.85
10/3/22	1119190	JUAN CHAVEZ	\$14.84
10/3/22	1119191	JR ROBERT DUNN	\$67.39
10/3/22	1119192	JACQUELINE BAUN	\$16.14
10/3/22	1119193	ANUSH AZARYAN	\$138.56
10/3/22	1119194	WENDY LIU	\$213.66
10/3/22	1119195	BRIAN KANG	\$50.10
10/3/22	1119196	JOANN BRADLEY	\$2,002.08
10/3/22	1119197	LAJOS DERI	\$63.43
10/3/22	1119198	DWAYNE LOVEALL	\$82.88
10/3/22	1119199	KAYLAH ONEAL	\$97.61
10/3/22	1119200	KIMBERLY LEMAY	\$155.30
10/3/22	1119201	ROBERT ROAM	\$177.87
10/3/22	1119202	MEHDI ALIZADEH	\$26.68
10/3/22	1119203	SAMANTHA MCGUIRE	\$98.37
10/3/22	1119204	COLTON MURRAY	\$32.41
10/3/22	1119205	CITYCENTER APARTMENTS LYNNWOOD PARTNERS	\$32.80
10/3/22	1119206	PROJECT PRIDE	\$1,479.84
10/3/22	1119207	JEANNE CIVIELLO	\$24.28
10/3/22	1119208	ROTARY CLUB OF LYNNWOOD	\$132.93

Payment Date	Payment Ref Nbr	Payee	Amount
10/3/22	1119209	KURA BANJA	\$158.13
10/3/22	1119210	SUSAN PETERSON	\$50.00
10/3/22	1119211	GERALDINE BALOCH	\$11.59
10/3/22	1119212	NEISHA SCOTT	\$17.58
10/3/22	1119213	SILVER LAKE MANOR LLC	\$119.32
10/3/22	1119214	PULTE HOMES OF WASHINGTON, INC.	\$89.36
10/4/22	1119215	CESAR SOLIMAN	\$30.39
10/4/22	1119216	MATTHEW MITSCH-NELSON	\$40.93
10/4/22	1119217	KAREN ENGHOLM	\$310.57
10/4/22	1119218	WESTPHAL INSURANCE LLC	\$110.06
10/4/22	1119219	EJIROGHENE ONOROREMU	\$133.63
10/4/22	1119220	WESTERN BLOSSOM HILL INVESTORS, LP	\$106.80
10/4/22	1119221	HEIDI ILDHUSO	\$21.88
10/4/22	1119222	ASHLYN JACKSON	\$26.29
10/4/22	1119223	DENNIS SEXTON	\$432.78
10/4/22	1119224	JENNIFER CANADY	\$1,098.96
10/4/22	1119225	NINA LISOVYK	\$667.19
10/4/22	1119226	DOROTHY KURTZ	\$19.31
10/4/22	1119227	AVALONBAY COMMUNITIES, INC	\$11.36
10/4/22	1119228	ACACIA TERRACE LLC	\$74.70
10/4/22	1119229	MLT STATION, LLC	\$20.79
10/4/22	1119230	STEVE CRIBBS	\$6.83
10/4/22	1119231	CHLOE BROWN	\$116.12
10/4/22	1119232	JACOBSEN HOMES	\$11.36
10/4/22	1119233	RICHARD GAINES	\$141.59
10/4/22	1119234	CRITCHLOW HOMES INC	\$85.76
10/4/22	1119235	CORINE ROSADO	\$56.00
10/4/22	1119236	SOUMYA SINGHI	\$17.14
10/4/22	1119237	VOID	\$0.00
10/4/22	1119238	BERNIE SHAMROCK	\$108.95
10/4/22	1119239	ZHONGMIN WEI	\$37.17
10/4/22	1119240	JAMAICA BURKE	\$18.98

Payment Date	Payment Ref Nbr	Payee	Amount
10/4/22	1119241	HP FOODS LLC	\$445.48
10/4/22	1119242	AVIATION TECHNICAL SERVICES INC	\$922.85
10/4/22	1119243	WAKEFIELD ALDERWOOD LLC	\$34.84
10/4/22	1119244	SCRIBER CREEK LLC	\$55.46
10/4/22	1119245	MAPLE COURT APTS 2010 LLC	\$23.03
10/4/22	1119246	ELIANI GOMES	\$157.60
10/4/22	1119247	JACOBSEN HOMES	\$92.78
10/4/22	1119248	DENNIS GRIFFITHS	\$565.39
10/4/22	1119249	CYNTHIA WILKINS	\$94.13
10/4/22	1119250	HILLCREST VILLA TOWNHOMES LLC	\$12.92
10/4/22	1119251	RONALD PICKETT	\$23.36
10/4/22	1119252	THERESE JENSEN	\$353.50
10/4/22	1119253	JOHN BEMBERS	\$414.04
10/4/22	1119254	CHRIS WILSON	\$49.33
10/4/22	1119255	MAPLE COURT APTS 2010 LLC	\$23.46
10/4/22	1119256	MAPLE COURT APTS 2010 LLC	\$87.42
10/4/22	1119257	SONIA GONZALEZ	\$17.42
10/5/22	1119258	AUK-SILVERLAKE LLC	\$17.42
10/5/22	1119259	YUHAO CHEN	\$149.72
10/5/22	1119260	VOID	\$0.00
10/5/22	1119261	CHRISTINA SWAIN	\$241.80
10/5/22	1119262	THOMAS CONDON	\$247.67
10/5/22	1119263	NGAN LAM	\$150.39
10/5/22	1119264	DOUGLAS STEFFINS	\$423.58
10/5/22	1119265	NATHAN FERRE	\$32.86
10/5/22	1119266	ALLA ALHAMDANI	\$102.05
10/5/22	1119267	MACIE WEATHERLY	\$123.62
10/5/22	1119268	AARON LOPEZ	\$136.42
10/5/22	1119269	RICHARD NELSEN	\$16.29
10/5/22	1119270	DI WANG	\$144.68
10/5/22	1119271	KORIE MAUCERI	\$111.50
10/5/22	1119272	MICHAELA ROME	\$128.7 ²

Payment Date	Payment Ref Nbr	Payee	Amount
10/6/22	1119273	PAMELA PERSKE SCHULTZ	\$74.57
10/6/22	1119274	RICHARD ARKLEY	\$31.58
10/6/22	1119275	BRAEDEN BOYLE	\$152.92
10/6/22	1119276	TERIANNE BRUBAKER	\$260.00
10/6/22	1119277	NANETTE REINECKE	\$41.38
10/6/22	1119278	RENATA CABRAL	\$10.86
10/6/22	1119279	VOID	\$0.00
10/6/22	1119280	CAROLINE NGACHA	\$151.78
10/6/22	1119281	ROBERT SHRUM	\$11.05
10/6/22	1119282	RN ESTATES LLC	\$208.84
10/6/22	1119283	SCOTT WALKER	\$87.87
10/6/22	1119284	ESTATE OF JIMMY HOKANSON	\$98.48
10/6/22	1119285	MARY RECTOR	\$124.74
10/6/22	1119286	PULTE HOMES OF WASHINGTON, INC.	\$781.47
10/7/22	1119287	MELANIE HODGES	\$32.87
10/7/22	1119288	JUNG LEE	\$58.07
10/7/22	1119289	VOID	\$0.00
10/7/22	1119290	CASCADE VALLEY SR LIVING	\$7,142.62
10/7/22	1119291	EGELSTAD INC	\$1,135.09
10/7/22	1119292	PHILLIP FINSTER	\$6.33
10/7/22	1119293	GRETCHEN PAWLING	\$52.00
10/7/22	1119294	ESTATE OF DAN TINTINGER	\$16.01
10/7/22	1119295	FLORENTINO GARCIA	\$249.71
10/7/22	1119296	MALINDA PRULHIERE	\$166.47
10/7/22	1119297	CATHY STRAUSS BROWN	\$1,745.00
10/7/22	1119298	PATRICIA NOEL	\$99.66
10/7/22	1119299	YOUNG KAUH	\$6.55
10/7/22	1119300	CARLY GREENLAND	\$25.67
10/7/22	1119301	BRIAN NIEGEMANN	\$11.13
10/7/22	1119302	JASMINES COFFEE LLC	\$65.60
10/7/22	1119303	AMBER BLACKWOOD	\$256.91
10/7/22	1119304	TROY GOULD	\$125.38

Payment Date	Payment Ref Nbr	Payee	Amount
10/7/22	1119305	KIRK PENNOCK	\$1,000.00
10/7/22	1119306	TED GIBSON	\$135.93
10/7/22	1119307	MARY ANN DIGGS	\$270.27
10/7/22	1119308	MATT SOWELL	\$46.06
10/7/22	1119309	ARIEL DORMAIER	\$79.55
10/7/22	1119310	TSUI CHU HSIA	\$26.21
10/7/22	1119311	CONNOR GJURASIC	\$261.92
10/7/22	1119312	SHEILA SINGLETON	\$57.97

Total:

\$50,632.85

ayment Date	Payment Ref Nbr	Payee	Amount
9/26/22	000523284339	LEAH WHITE	\$97.37
9/26/22	000523284340	LEAH WHITE	\$97.37
9/26/22	000523284341	LEAH WHITE	\$21.00
9/26/22	000523284342	2ND TIME AROUND, LLC	\$940.18
9/26/22	000523284343	GUEDO FANONY	\$150.18
9/26/22	000523284344	MAIE MATEO	\$76.50
9/26/22	000523284345	SHAHAN GEULEMERIAN	\$350.00
9/27/22	000523288258	MADALYN BELEW	\$112.86
9/27/22	000523288259	KOLE NELSON	\$142.16
9/27/22	000523288260	NATHAN GEDDIS	\$140.71
9/27/22	000523288261	ROSA OJEDA LOPEZ	\$92.58
9/27/22	000523288262	KEVIN BARRERA	\$109.93
9/27/22	000523288263	LISA SEED	\$13.43
9/27/22	000523288264	LILI TANG	\$201.13
9/27/22	000523288265	TIM EDWARDS	\$50.79
9/27/22	000523288266	DANIEL BREMNES	\$5.13
9/27/22	000523288267	AVA CLAUSEN	\$160.00
9/27/22	000523288268	ANDREA CABON	\$130.99
9/27/22	000523288269	ISAAC RAY	\$12.98
9/27/22	000523288270	ROSA OJEDA LOPEZ	\$27.78
9/27/22	000523288271	DANIEL BREMNES	\$83.36
9/27/22	000523288272	KEVIN BARBOUR	\$11.31
9/27/22	000523288273	ISAAC STANDLEY	\$24.00
9/27/22	000523288274	DYLAN BERNETHY	\$75.56
9/27/22	000523288275	JEFFERY GAY	\$30.85
9/27/22	000523288276	WONGIL KANG	\$48.21
9/27/22	000523288277	CODY LIND	\$169.86
9/27/22	000523288278	WILLIAM BAER	\$88.76
9/27/22	000523288279	MONA HENKEN	\$18.23
9/27/22	000523288280	GABRIEL NAVAS	\$195.28
9/27/22	000523288281	JOSE ESTRADA JR	\$15.73

Payment Date	Payment Ref Nbr	Payee	Amount
9/28/22	000523296110	DIANE MOORE-BEAUCHAMP	\$17.40
9/28/22	000523296111	MEGAN SCHWARTZ	\$59.60
9/28/22	000523296112	MARILLA WALTER	\$23.64
9/28/22	000523296113	DONALD FRANCIA	\$6.85
9/29/22	000523305543	MICHELLE DEWITT	\$260.83
9/29/22	000523305544	JENNIFER ROBINSON	\$61.66
9/29/22	000523305545	KENNETH DUNN	\$56.57
9/29/22	000523305546	MATEO RAMOS	\$14.06
9/29/22	000523305547	ANA MARIA VALDEZ SANDOVAL	\$415.10
9/30/22	000523314312	YAMILETH ORELLANA	\$520.00
9/30/22	000523314313	ANNELIESE THIER	\$104.47
10/3/22	000523331775	CODY BEACH	\$119.7
10/3/22	000523331776	NICOLE PAST	\$92.70
10/3/22	000523331777	BILL BUTT	\$112.66
10/3/22	000523331778	BILL BUTT	\$300.00
10/3/22	000523331779	BILL BUTT	\$300.00
10/3/22	000523331780	KAELAN RAMPASARD	\$85.2
10/3/22	000523331781	BILL BUTT	\$300.00
10/3/22	000523331782	HECTOR SUAREZ	\$21.00
10/3/22	000523331783	BILL BUTT	\$300.00
10/3/22	000523331784	HECTOR SUAREZ	\$110.2
10/3/22	000523331785	DAVONNA KRALL	\$231.32
10/3/22	000523331786	ANNA SANDOVAL	\$82.2
10/3/22	000523331787	JASMYN MAIER	\$5.8
10/3/22	000523331788	JOSEPH VANCE	\$54.92
10/3/22	000523331789	KIMBERLY TRAVIS	\$125.00
10/4/22	000523342678	ERIN NORTHROP	\$133.7
10/4/22	000523342679	HUNTER KRONHOLM	\$144.4
10/4/22	000523342680	LAURA MOSS	\$145.04
10/4/22	000523342681	BEHISHTA REHA	\$95.02
10/4/22	000523342682	KEVIN HAFERKORN	\$283.00

000523342684 000523342685 000523342685 000523342686 000523342687 000523342688 000523342689 000523342689 000523342690 000523342691 000523342692 000523342693	SHAYNE HOLT CAROLYN BAIRD KENIA MEJIA MARY BERNHARD KENIA MEJIA MARY BERNHARD KEVIN HAFERKORN MARY BERNHARD	\$62.09 \$47.21 \$55.80 \$103.00 \$60.07
000523342686 000523342687 000523342688 000523342689 000523342690 000523342691 000523342692	KENIA MEJIA MARY BERNHARD KENIA MEJIA MARY BERNHARD KEVIN HAFERKORN	\$130.95 \$62.09 \$47.21 \$55.80 \$103.00 \$60.07
000523342687 000523342688 000523342689 000523342690 000523342691 000523342692	MARY BERNHARD KENIA MEJIA MARY BERNHARD KEVIN HAFERKORN	\$47.21 \$55.80 \$103.00 \$60.07
000523342688 000523342689 000523342690 000523342691 000523342692	KENIA MEJIA MARY BERNHARD KEVIN HAFERKORN	\$55.80 \$103.00 \$60.07
000523342689 000523342690 000523342691 000523342692	MARY BERNHARD KEVIN HAFERKORN	\$103.00 \$60.07
000523342690 000523342691 000523342692	KEVIN HAFERKORN	\$60.07
000523342691 000523342692		
000523342692	MARY BERNHARD	
		\$101.41
000523342693	DANUT CRETU	\$130.67
	HAYDEN WRIGHT	\$16.43
000523342694	KIRAN LEKKALA	\$96.33
000523342695	ANDREW GUERRA	\$83.95
000523342696	ANTHONY BARR	\$52.59
000523342697	STEVE NUSS	\$25.97
000523342698	SERGIO QUINONES	\$217.27
000523342699	MCKAYLA KELLEY	\$122.97
000523342700	BRIANA GUTIERREZ	\$28.58
000523342701	WENDY DEKUBBER	\$23.89
000523342702	BENNETT PARK	\$32.15
000523342703	LINDA VINCENT	\$62.25
000523353682	NICOLE FLORES	\$150.10
000523353683	KARI KELLY	\$139.35
000523353684	SUNIL GOWDA	\$172.61
000523353685	ALEXANDER MCQUAIN	\$139.52
000523353686	STEVEN TERRAZAS	\$160.00
000523353687	LESSLIE GARCIA-CASTRO	\$63.09
000523353688	REBECCA MILLER	\$38.49
000523353689	STEVEN TERRAZAS	\$93.94
000523353690	AMIT DUBEY	\$12.27
000523353691	CHINITH SOUNG	\$192.26
000523353692	ASHLEY MOODY	\$37.87
	0005233426996 0005233426997 0005233426998 0005233426999 0005233427000 000523342701 000523342702 000523342703 000523353682 000523353683 000523353684 000523353685 000523353686 000523353686 000523353686 000523353686 000523353686 000523353686 000523353686 000523353686 000523353686 000523353688 000523353688 000523353688 000523353688 000523353689 000523353689	000523342696 ANTHONY BARR 000523342697 STEVE NUSS 000523342698 SERGIO QUINONES 000523342699 MCKAYLA KELLEY 000523342700 BRIANA GUTIERREZ 000523342701 WENDY DEKUBBER 000523342702 BENNETT PARK 000523342703 LINDA VINCENT 000523353682 NICOLE FLORES 000523353683 KARI KELLY 000523353684 SUNIL GOWDA 000523353685 ALEXANDER MCQUAIN 000523353686 STEVEN TERRAZAS 000523353688 REBECCA MILLER 000523353689 STEVEN TERRAZAS 000523353689 AMIT DUBEY 000523353691 CHINITH SOUNG 000523353692 ASHLEY MOODY

Revolving Fund - Electronic Customer Refunds				
Payment Date	Payment Ref Nbr	Payee	Amount	
10/5/22	000523353694	SHANA WICKLINE	\$48.08	
10/5/22	000523353695	JEFFREY FORD	\$153.59	
10/7/22	000523372895	AIJUN ZHANG	\$92.64	
10/7/22	000523372896	SIDONA BISSITT	\$6.27	
10/7/22	000523372897	AARON JOHNSON	\$1,341.13	
10/7/22	000523372898	EDWARD MATYSAK JR	\$52.23	
		Total:	\$13,444.85	

Payment Date	Payment Ref Nbr	Payee	Amount
9/27/22	8070526	VALLEY VISTA 37, LLC	\$796.00
9/27/22	8070527	BLYMYER ENGINEERS INC	\$2,000.00
9/27/22	8070528	AIRGAS INC	\$222.97
9/27/22	8070529	AIRWARE INC	\$965.50
9/27/22	8070530	COMCAST HOLDING CORPORATION	\$487.32
9/27/22	8070531	EDMONDS SCHOOL DISTRICT NO 15	\$64,883.43
9/27/22	8070532	CITY OF EVERETT	\$296.90
9/27/22	8070533	HAT ISLAND COMMUNITY ASSN	\$10.00
9/27/22	8070534	ISLAND COUNTY	\$206.50
9/27/22	8070535	CITY OF MOUNTLAKE TERRACE	\$370.93
9/27/22	8070536	MUKILTEO WATER & WASTEWATER DIST	\$171.93
9/27/22	8070537	VERIZON CONNECT NWF INC	\$14,903.93
9/27/22	8070538	PAPE MACHINERY INC	\$458.15
9/27/22	8070539	PUGET SOUND ENERGY INC	\$16.85
9/27/22	8070540	SALISH NETWORKS INC	\$480.40
9/27/22	8070541	SCADA AND CONTROLS ENGINEERING INC	\$17,325.00
9/27/22	8070542	SEAHURST ELECTRIC CO INC	\$30,498.04
9/27/22	8070543	SIX ROBBLEES INC	\$151.05
9/27/22	8070544	SOUND PUBLISHING INC	\$52.92
9/27/22	8070545	SOUND SECURITY INC	\$568.84
9/27/22	8070546	UNIVERSAL LANGUAGE SERVICE INC	\$220.25
9/27/22	8070547	STATE OF WASHINGTON	\$149.00
9/27/22	8070548	WEST PUBLISHING CORPORATION	\$8,265.79
9/27/22	8070549	BILLS BLUEPRINT INC	\$20.57
9/27/22	8070550	NATIONAL BARRICADE CO LLC	\$1,423.57
9/27/22	8070551	PACIFIC PUBLISHING CO INC	\$730.80
9/27/22	8070552	SKOTDAL MUTUAL LLC	\$220.00
9/27/22	8070553	WEACO INC	\$332.45
9/27/22	8070554	ZIPPER GEO ASSOCIATES LLC	\$12,079.01
9/27/22	8070555	LOADMAN NW LLC	\$376.41
9/27/22	8070556	WAVE BUSINESS SOLUTIONS	\$349.30

ayment Date	Payment Ref Nbr	Payee	Amount
9/27/22	8070558	CITY OF ARLINGTON	\$117.83
9/27/22	8070559	CLARY LONGVIEW LLC	\$47,151.83
9/27/22	8070560	PAUL T CARSON	\$1,957.00
9/27/22	8070561	UNIVERSAL PROTECTION SERVICE LP	\$126,510.58
9/27/22	8070562	REGAL CINEMAS INC	\$2,415.00
9/27/22	8070563	NORTHWEST FLEXO SPECIALTIES LLC	\$7,677.69
9/27/22	8070564	ASM AFFILIATES	\$6,762.70
9/27/22	8070565	LEASING INNOVATIONS INC	\$176,772.90
9/27/22	8070566	MAKI F PERRY	\$560.00
9/27/22	8070567	THE BARTELL DRUG COMPANY	\$41.40
9/27/22	8070568	LUMENAL LIGHTING LLC	\$108.01
9/27/22	8070569	STILLY RIVER MECHANICAL INC	\$3,100.00
9/29/22	8070570	CRITCHLOW HOMES INC	\$336.00
9/29/22	8070571	COMCAST HOLDING CORPORATION	\$151.29
9/29/22	8070572	CITY OF MARYSVILLE	\$77.41
9/29/22	8070573	GENUINE PARTS COMPANY	\$469.99
9/29/22	8070574	SIEMENS INDUSTRY INC	\$1,446.29
9/29/22	8070575	SHI INTERNATIONAL CORP	\$314.64
9/29/22	8070576	SNOHOMISH COUNTY COUNCIL OF THE	\$2,700.00
9/29/22	8070577	CUMMINS INC	\$1,478.59
9/29/22	8070578	US BANK NA	\$14,000.76
9/29/22	8070579	SMART GRID NORTHWEST	\$7,500.00
9/29/22	8070580	PACIFIC ENERGY CONCEPTS LLC	\$9,874.42
9/29/22	8070581	WREN CONSTRUCTION INC	\$881.50
9/29/22	8070582	THE PAPE GROUP	\$500.53
9/29/22	8070583	PHONE PRO INC	\$25,000.00
10/4/22	8070584	LENNAR NORTHWEST INC	\$7,679.12
10/4/22	8070585	AT&T CORP	\$14,719.75
10/4/22	8070586	AWARDS OF PRAISE	\$85.72
10/4/22	8070587	COMCAST HOLDING CORPORATION	\$504.36
10/4/22	8070588	CITY OF EVERETT	\$7,399.96
10/4/22	8070589	GLOBAL RENTAL COMPANY INC	\$16,298.17

ayment Date	Payment Ref Nbr	Payee	Amount
10/4/22	8070590	CORE & MAIN LP	\$695.79
10/4/22	8070591	ITRON INC	\$9,401.01
10/4/22	8070592	KAMAN FLUID POWER LLC	\$1,562.84
10/4/22	8070593	LYNNWOOD AUTOMOTIVE LLC	\$160.94
10/4/22	8070594	GENUINE PARTS COMPANY	\$27.09
10/4/22	8070595	PITNEY BOWES INC	\$441.80
10/4/22	8070596	ROBERT HALF INTERNATIONAL INC	\$7,292.67
10/4/22	8070597	SNOHOMISH COUNTY	\$10.00
10/4/22	8070598	SNOHOMISH COUNTY	\$10.00
10/4/22	8070599	SNOHOMISH COUNTY	\$10.00
10/4/22	8070600	SHI INTERNATIONAL CORP	\$5,855.47
10/4/22	8070601	SOUND PUBLISHING INC	\$232.35
10/4/22	8070602	SOUND SECURITY INC	\$568.84
10/4/22	8070603	TALLEY INC	\$2,721.45
10/4/22	8070604	UNITED SITE SERVICES OF NEVADA INC	\$316.10
10/4/22	8070605	WAGNER SMITH EQUIPMENT CO	\$397.35
10/4/22	8070606	WESCO GROUP INC	\$1,450.39
10/4/22	8070607	WEST PUBLISHING CORPORATION	\$3,627.85
10/4/22	8070608	AAA OF EVERETT FIRE	\$596.20
10/4/22	8070609	ALDERWOOD WATER & WASTEWATER DISTRI	\$80.16
10/4/22	8070610	BICKFORD MOTORS INC	\$314.94
10/4/22	8070611	CITY OF BRIER	\$100.00
10/4/22	8070612	DIRECTV LLC	\$100.99
10/4/22	8070613	GREATER EDMONDS CHAMBER OF COMMERCE	\$2.53
10/4/22	8070614	EDS MCDOUGALL LLC	\$725.00
10/4/22	8070615	RYAN SCOTT FELTON	\$15.39
10/4/22	8070616	HI LINE HELICOPTERS INC	\$1,460.20
10/4/22	8070617	GARY D KREIN	\$769.30
10/4/22	8070618	MERIDIAN ENVIRONMENTAL INC	\$8,581.00
10/4/22	8070619	NELSON TRUCK EQUIPMENT CO INC	\$1,915.69
10/4/22	8070620	NVL LABORATORIES INC	\$89.70

Payment Date	Payment Ref Nbr	Payee	Amount
10/4/22	8070622	SNOHOMISH COUNTY	\$611.57
10/4/22	8070623	PUBLIC UTILITY DIST NO 1 OF	\$109.55
10/4/22	8070624	TRUE SURVEY SUPPLY INC	\$156.71
10/4/22	8070625	USGS NATIONAL CENTER	\$4,524.25
10/4/22	8070626	WESTERN SAFETY PRODUCTS INC	\$1,824.97
10/4/22	8070627	WESTON SERVICES INC	\$23,350.00
10/4/22	8070628	HDR ENGINEERING INC	\$18,152.83
10/4/22	8070629	COMCAST CORPORATION	\$514.06
10/4/22	8070630	CROWN CASTLE INTERNATIONAL CORP	\$6,846.32
10/4/22	8070631	NORTH SOUND AUTO GROUP LLC	\$170.96
10/4/22	8070632	KAISER FOUNDATION HEALTH PLAN OF WA	\$2,233.00
10/4/22	8070633	THE PAPE GROUP INC	\$407.43
10/4/22	8070634	OCCUPATIONAL HEALTH CENTERS OF WA P	\$837.00
10/4/22	8070635	SUSE LLC	\$38,700.00
10/4/22	8070636	CHMELIK SITKIN & DAVIS PS	\$1,175.00
10/4/22	8070637	CRAWFORD & COMPANY	\$1,214.40
10/4/22	8070638	NORTHWEST FIBER LLC	\$7,267.19
10/4/22	8070639	CADMAN MATERIALS INC	\$730.60
10/4/22	8070640	SUPERIOR SEPTIC SERVICE LLC	\$469.37
10/4/22	8070641	CLARY LONGVIEW LLC	\$47,151.83
10/4/22	8070642	RC ZEIGLER COMPANY INC	\$102,231.84
10/4/22	8070643	KENDALL DEALERSHIP HOLDINGS LLC	\$134,406.68
10/4/22	8070644	UNIVERSAL PROTECTION SERVICE LP	\$2,502.25
10/4/22	8070645	BAXTER AUTO PARTS INC	\$215.06
10/4/22	8070646	ACCESS INFO INTERMEDIATE HLDNG I LL	\$3,133.9 ²
10/4/22	8070647	THE PAPE GROUP	\$1,140.23
10/4/22	8070648	RADAR ENGINEERS INC	\$620.94
10/4/22	8070649	NANCY M BINDER	\$2,825.00
10/4/22	8070650	RICHARD G GROVE	\$3,451.00
10/4/22	8070651	WILLIAM HEDIN	\$1,000.00
10/4/22	8070652	NORDIC TEMPERTATURE CONTROL	\$1,650.00
10/4/22	8070653	STILLY RIVER MECHANICAL INC	\$3,100.00

Payment Date	Payment Ref Nbr	Payee	Amount
10/4/22	8070654	SUPERIOR GLASS INSTALLATIONS INC	\$1,200.00
10/4/22	8070655	BUDDERFLY INC	\$670.42
10/6/22	8070656	AK&D HOLDINGS LLC	\$1,381.74
10/6/22	8070657	CARRIE RODLAND	\$81.78
10/6/22	8070658	CITY OF ARLINGTON	\$201,300.00
10/6/22	8070659	EAN HOLDINGS LLC	\$219.88
10/6/22	8070660	CITY OF EVERETT	\$32.43
10/6/22	8070661	CORE & MAIN LP	\$6,010.50
10/6/22	8070662	KAMAN FLUID POWER LLC	\$57.0
10/6/22	8070663	LOWES COMPANIES INC	\$962.42
10/6/22	8070664	GENUINE PARTS COMPANY	\$444.5
10/6/22	8070665	PROVIDENCE MEDICAL CENTER	\$13,976.0
10/6/22	8070666	ROBERT HALF INTERNATIONAL INC	\$2,937.6
10/6/22	8070667	CITY OF SEATTLE	\$40,180.0
10/6/22	8070668	SIX ROBBLEES INC	\$435.3
10/6/22	8070669	SOUND PUBLISHING INC	\$335.1
10/6/22	8070670	SNOHOMISH COUNTY COUNCIL OF THE	\$6,785.4
10/6/22	8070671	SUBURBAN PROPANE	\$2,293.8
10/6/22	8070672	UNITED SITE SERVICES OF NEVADA INC	\$1,281.3
10/6/22	8070673	HITACHI ENERGY USA INC	\$6,321.2
10/6/22	8070674	STATE OF WASHINGTON	\$38.2
10/6/22	8070675	THE HO SEIFFERT COMPANY	\$3,530.0
10/6/22	8070676	PRINCETON TECTONICS	\$2,093.0
10/6/22	8070677	PUBLIC UTILITY DIST NO 1 OF	\$1,727.7
10/6/22	8070678	TECHPOWER SOLUTIONS INC	\$1,195.7
10/6/22	8070679	ZIPPER GEO ASSOCIATES LLC	\$18,371.1
10/6/22	8070680	CITY OF EVERETT	\$199.8
10/6/22	8070681	LAMAR TEXAS LTD PARTNERSHIP	\$6,165.0
10/6/22	8070682	THE PAPE GROUP INC	\$324.2
10/6/22	8070683	JENNIFER DARLENE WENZEL	\$272.5
10/6/22	8070684	NORTHWEST FIBER LLC	\$8,832.1

Accounts Payable Warrants				
Payment Date	Payment Ref Nbr	Payee	Amount	
10/6/22	8070686	KENDALL DEALERSHIP HOLDINGS LLC	\$977.56	
10/6/22	8070687	REFTEK SYSTEMS INC	\$1,200.00	
10/6/22	8070688	ELSA LYNN SCHWARTZ	\$1,000.00	
10/6/22	8070689	GLASS BY LUND INC	\$250.00	
		Total	¢4 542 004 02	

Total: \$1,513,091.62

Payment Date	Payment Ref Nbr	Payee	Amount
9/26/22	6032913	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$2,746.40
9/26/22	6032914	DOBLE ENGINEERING CO	\$491.40
9/26/22	6032915	MOTOR TRUCKS INTL & IDEALEASE INC	\$865.31
9/26/22	6032916	MYERS & SONS HIWAY SAFETY INC	\$5,104.22
9/26/22	6032917	NELSON DISTRIBUTING INC	\$7,900.98
9/26/22	6032918	NORTH COAST ELECTRIC COMPANY	\$37.23
9/26/22	6032919	ROMAINE ELECTRIC CORP	\$2,373.84
9/26/22	6032920	TOPSOILS NORTHWEST INC	\$905.66
9/26/22	6032921	TRENCHLESS CONSTR SVCS LLC	\$6,227.37
9/26/22	6032922	CELLCO PARTNERSHIP	\$1,328.89
9/26/22	6032923	COLEHOUR & COHEN INC	\$10,959.30
9/26/22	6032924	DACO CORPORATION	\$8,751.56
9/26/22	6032925	EDGE ANALYTICAL INC	\$366.68
9/26/22	6032926	GENERAL PACIFIC INC	\$69,541.52
9/26/22	6032927	LENZ ENTERPRISES INC	\$562.44
9/26/22	6032928	NORTHWEST CASCADE INC	\$135.55
9/26/22	6032929	NORTHWEST HANDLING SYSTEMS INC	\$395.00
9/26/22	6032930	DAVID JAMES PERKINS	\$2,950.00
9/26/22	6032931	RICOH USA INC	\$4,059.46
9/26/22	6032932	LOUIS F MATHESON CONSTRUCTION INC	\$517.92
9/26/22	6032933	WETHERHOLT & ASSOCIATES INC	\$3,412.50
9/26/22	6032934	UNITED RENTALS NORTH AMERICA INC	\$938.35
9/26/22	6032935	GRAYBAR ELECTRIC CO INC	\$11,140.69
9/26/22	6032936	ALTEC INDUSTRIES INC	\$7,383.62
9/26/22	6032937	ANIXTER INC	\$64,010.50
9/26/22	6032938	AL VAN EQUIP NW INC	\$15,959.33
9/26/22	6032939	THE GOODYEAR TIRE & RUBBER CO	\$703.36
9/26/22	6032940	ICONIX WATERWORKS INC	\$3,780.80
9/26/22	6032941	HARMSEN LLC	\$32,745.00
9/26/22	6032942	LISTEN AUDIOLOGY SERVICES INC	\$2,980.00
9/26/22	6032943	QCERA INC	\$1,994.00
9/26/22	6032944	TWILIO INC	\$3,250.99

Payment Date	Payment Ref Nbr	Payee	Amount
9/26/22	6032945	WILLIS TOWERS WATSON US LLC	\$9,891.00
9/26/22	6032946	NORMAN VANISKI	\$27.50
9/26/22	6032947	CRISTINA TATE	\$27.50
9/26/22	6032948	JOSE FRAGOSO	\$1,185.36
9/27/22	6032949	ALS GROUP USA CORP	\$85.00
9/27/22	6032950	ASSOCIATED PETROLEUM PRODUCTS INC	\$38,803.16
9/27/22	6032951	COMMERCIAL FILTER SALES & SERVICE	\$552.75
9/27/22	6032952	KUBRA DATA TRANSFER LTD	\$39,706.96
9/27/22	6032953	MR TRUCK WASH INC	\$2,631.01
9/27/22	6032954	NORTH COAST ELECTRIC COMPANY	\$662.91
9/27/22	6032955	NORTHSTAR CHEMICAL INC	\$500.00
9/27/22	6032956	NORTHWEST POWER POOL CORP	\$2,290.35
9/27/22	6032957	NW SUBSURFACE WARNING SYSTEM	\$8,188.92
9/27/22	6032958	PETROCARD INC	\$2,613.05
9/27/22	6032959	RWC INTERNATIONAL LTD	\$369.58
9/27/22	6032960	SEATTLE TIMES COMPANY	\$673.59
9/27/22	6032961	SISKUN INC	\$723.14
9/27/22	6032962	STELLAR INDUSTRIAL SUPPLY INC	\$1,586.47
9/27/22	6032963	STELLA-JONES CORPORATION	\$31,268.55
9/27/22	6032964	THERMAL SUPPLY INC	\$181.75
9/27/22	6032965	TK ELEVATOR CORPORATION	\$1,052.89
9/27/22	6032966	TOPSOILS NORTHWEST INC	\$517.52
9/27/22	6032967	TRENCHLESS CONSTR SVCS LLC	\$11,169.27
9/27/22	6032968	UNITED PARCEL SERVICE	\$195.35
9/27/22	6032969	WASTE MANAGEMENT OF WASHINGTON INC	\$5,128.91
9/27/22	6032970	AARD PEST CONTROL INC	\$425.3
9/27/22	6032971	BACKGROUND INFORMATION SERVICES INC	\$1,951.30
9/27/22	6032972	COLEHOUR & COHEN INC	\$2,600.00
9/27/22	6032973	DUNLAP INDUSTRIAL HARDWARE INC	\$10,617.52
9/27/22	6032974	NORTHWEST CASCADE INC	\$2,247.00
9/27/22	6032975	OPEN ACCESS TECHNOLOGY INTL INC	\$846.66
9/27/22	6032976	LOUIS F MATHESON CONSTRUCTION INC	\$258.96

9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22	6032977 6032978 6032979 6032980 6032981 6032982 6032983 6032984 6032985 6032985 6032986 6032987	ROHLINGER ENTERPRISES INC TRICO COMPANIES LLC WALTER E NELSON CO OF WESTERN WA UNITED RENTALS NORTH AMERICA INC HECTOR BRACERO THE GOODYEAR TIRE & RUBBER CO Z2SOLUTIONS LLC BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC TRAFFIC CONTROL PLAN CO OF WA LLC	\$31,841.33 \$471.77 \$131.28 \$4,478.90 \$106,337.50 \$1,033.99
9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22	60329796032980603298160329826032983603298460329856032986	WALTER E NELSON CO OF WESTERN WA UNITED RENTALS NORTH AMERICA INC HECTOR BRACERO THE GOODYEAR TIRE & RUBBER CO Z2SOLUTIONS LLC BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC	\$67,983.31 \$31,841.33 \$471.77 \$131.28 \$4,478.90 \$106,337.50 \$1,033.99 \$14,000.00
9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22	6032980 6032981 6032982 6032983 6032984 6032985 6032986	UNITED RENTALS NORTH AMERICA INC HECTOR BRACERO THE GOODYEAR TIRE & RUBBER CO Z2SOLUTIONS LLC BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC	\$471.77 \$131.28 \$4,478.90 \$106,337.50 \$1,033.99
9/27/22 9/27/22 9/27/22 9/27/22 9/27/22 9/27/22	6032981 6032982 6032983 6032984 6032985 6032986	HECTOR BRACERO THE GOODYEAR TIRE & RUBBER CO Z2SOLUTIONS LLC BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC	\$131.28 \$4,478.90 \$106,337.50 \$1,033.99
9/27/22 9/27/22 9/27/22 9/27/22 9/27/22	6032982 6032983 6032984 6032985 6032986	THE GOODYEAR TIRE & RUBBER CO Z2SOLUTIONS LLC BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC	\$4,478.90 \$106,337.50 \$1,033.99
9/27/22 9/27/22 9/27/22 9/27/22	6032983 6032984 6032985 6032986	Z2SOLUTIONS LLC BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC	\$106,337.50 \$1,033.99
9/27/22 9/27/22 9/27/22	6032984 6032985 6032986	BNSF RAILWAY COMPANY SPINAL HEALTH CONSULTANTS INC	\$1,033.99
9/27/22 9/27/22	6032985 6032986	SPINAL HEALTH CONSULTANTS INC	
9/27/22	6032986		\$14,000.00
9/27/22	6032987	TATI TO CONTROL FLAN CO OF WALLO	\$525.00
		ATWORK COMMERCIAL ENTERPRISES LLC	\$14,470.44
9/27/22	6032988	DS SERVICES OF AMERICA INC	\$5,159.84
9/27/22	6032989	ACCELERATED INNOVATIONS LLC	\$5,950.50
9/27/22	6032990	TWILIO INC	\$3,364.94
9/27/22	6032991	CALIFORNIA INDEPENDENT SYSTEM OPERA	\$105,000.00
9/27/22	6032992	GALAXY 1 COMMUNICATIONS	\$247.42
9/27/22	6032993	USIC HOLDINGS INC	\$57,563.83
9/27/22	6032994	MIRO CONSULTING INC	\$900.00
9/27/22	6032995	ALAN L MONSON	\$74.73
9/27/22	6032996	STILLWATER ENERGY LLC	\$2,485.00
9/27/22	6032997	GIUSEPPE FINA	\$302.20
9/28/22	6032998	NORTH COAST ELECTRIC COMPANY	\$1,111.81
9/28/22	6032999	ON HOLD CONCEPTS INC	\$234.70
9/28/22	6033000	TK ELEVATOR CORPORATION	\$2,455.84
9/28/22	6033001	TOPSOILS NORTHWEST INC	\$905.66
9/28/22	6033002	TRENCHLESS CONSTR SVCS LLC	\$51,109.00
9/28/22	6033003	TULLETT PREBON AMERICAS CORP	\$1,000.00
9/28/22	6033004	WASTE MANAGEMENT OF WASHINGTON INC	\$10,929.98
9/28/22	6033005	WETLAND RESOURCES INC	\$3,065.00
9/28/22	6033006	WW GRAINGER INC	\$82.93
9/28/22	6033007	LONGS LANDSCAPE LLC	\$12,818.86

Payment Date	Payment Ref Nbr	Payee	Amount
9/28/22	6033009	PELLCO CONSTRUCTION INC	\$231,564.68
9/28/22	6033010	POLY BAG LLC	\$154.66
9/28/22	6033011	RICOH USA INC	\$190.14
9/28/22	6033012	RMG FINANCIAL CONSULTING INC	\$1,100.00
9/28/22	6033013	ROHLINGER ENTERPRISES INC	\$104.30
9/28/22	6033014	SNOHOMISH COUNTY	\$13,475.05
9/28/22	6033015	SOUND SAFETY PRODUCTS CO INC	\$4,912.63
9/28/22	6033016	WALTER E NELSON CO OF WESTERN WA	\$7,137.77
9/28/22	6033017	GRAYBAR ELECTRIC CO INC	\$1,558.49
9/28/22	6033018	ALTEC INDUSTRIES INC	\$383.22
9/28/22	6033019	SEMAPHORE CORP	\$1,949.00
9/28/22	6033020	TRAFFIC CONTROL PLAN CO OF WA LLC	\$150.00
9/28/22	6033021	MAPBOX INC	\$304.50
9/28/22	6033022	OXBOW LLC	\$20,737.50
9/28/22	6033023	TRINH LY	\$116.00
9/28/22	6033024	CHERI NELSON	\$30.00
9/28/22	6033025	JEFFREY ROBERTS	\$72.51
9/28/22	6033026	NICHOLAS BELISLE	\$33.76
9/28/22	6033027	MARC ROSSON	\$1,516.72
9/28/22	6033028	KHAJA SHAHABUDDIN	\$1,060.04
9/28/22	6033029	JERRY BROGAN	\$149.00
9/28/22	6033030	RICHARD ROSENKILDE	\$173.00
9/28/22	6033031	SHAINA CRISOSTOMO	\$877.31
9/29/22	6033032	ALS GROUP USA CORP	\$288.00
9/29/22	6033033	ASPLUNDH TREE EXPERT LLC	\$39,649.30
9/29/22	6033034	EJ BROOKS COMPANY	\$3,480.18
9/29/22	6033035	HOWARD INDUSTRIES INC	\$32,125.97
9/29/22	6033036	NW ENERGY EFFICIENCY ALLIANCE INC	\$1,017.50
9/29/22	6033037	TOPSOILS NORTHWEST INC	\$646.90
9/29/22	6033038	STATE OF WASHINGTON	\$9,697.72
9/29/22	6033039	WEST COAST PAPER CO	\$2,936.53
9/29/22	6033040	WW GRAINGER INC	\$1,898.16

9/29/22		Payee	Amount
	6033041	ENERGY NORTHWEST	\$9,950.00
9/29/22	6033042	HOGLUNDS TOP SHOP INC	\$206.06
9/29/22	6033043	GRAYBAR ELECTRIC CO INC	\$2,492.86
9/29/22	6033044	ANIXTER INC	\$47,876.69
9/29/22	6033045	TRU-CHECK INC	\$394,530.47
9/29/22	6033046	ACCELERATED INNOVATIONS LLC	\$47,980.80
9/29/22	6033047	ARNETT INDUSTRIES LLC	\$6,224.49
9/29/22	6033048	BANK OF AMERICA NA	\$343,697.15
9/29/22	6033049	SYSTEM IMPROVEMENTS INC	\$17,468.80
9/29/22	6033050	ALLISON MORRISON	\$312.76
9/29/22	6033051	TYSON RICKMAN	\$216.43
9/30/22	6033052	ALS GROUP USA CORP	\$85.00
9/30/22	6033053	PITNEY BOWES PRESORT SERVICES LLC	\$249.50
9/30/22	6033054	LONGS LANDSCAPE LLC	\$625.00
9/30/22	6033055	PACIFIC TRADE SYSTEMS INC	\$210.35
9/30/22	6033056	RICOH USA INC	\$41,298.89
9/30/22	6033057	LOUIS F MATHESON CONSTRUCTION INC	\$129.48
9/30/22	6033058	SOUND SAFETY PRODUCTS CO INC	\$600.53
9/30/22	6033059	TRICO COMPANIES LLC	\$19,508.96
9/30/22	6033060	BURNS & MCDONNELL ENGR CO INC	\$32,178.24
9/30/22	6033061	CHRISTOPHER BRITSCH	\$689.08
9/30/22	6033062	JEFFERY JEWELL	\$167.26
9/30/22	6033063	VIKKI BELMONT	\$27.50
9/30/22	6033064	KEVIN LAVERING	\$1,121.69
9/30/22	6033065	LYNETTE ZWAR	\$439.59
9/30/22	6033066	JENNIFER RICH	\$312.76
9/30/22	6033067	LIBERTY MUTUAL GROUP INC	\$8,575.22
10/3/22	6033068	CENTRAL WELDING SUPPLY CO INC	\$262.46
10/3/22	6033069	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$1,805.22
10/3/22	6033070	FASTENAL COMPANY	\$67.13
10/3/22	6033071	KUBRA DATA TRANSFER LTD	\$45,280.00

Payment Date	Payment Ref Nbr	Payee	Amount
10/3/22	6033073	NORTH COAST ELECTRIC COMPANY	\$369.97
10/3/22	6033074	NW ENERGY EFFICIENCY ALLIANCE INC	\$27,500.00
10/3/22	6033075	TOPSOILS NORTHWEST INC	\$3,622.64
10/3/22	6033076	GORDON TRUCK CENTERS INC	\$3,064.88
10/3/22	6033077	COLEHOUR & COHEN INC	\$69,460.45
10/3/22	6033078	CONFLUENCE ENGINEERING GROUP LLC	\$9,096.00
10/3/22	6033079	HD FOWLER COMPANY INC	\$6,698.39
10/3/22	6033080	PAGERDUTY INC	\$4,488.83
10/3/22	6033081	ROHLINGER ENTERPRISES INC	\$6,007.00
10/3/22	6033082	SENSUS USA INC	\$4,258.63
10/3/22	6033083	STOEL RIVES LLP	\$20,040.50
10/3/22	6033084	TYNDALE ENTERPRISES INC	\$12,496.65
10/3/22	6033085	WALTER E NELSON CO OF WESTERN WA	\$522.44
10/3/22	6033086	ALTEC INDUSTRIES INC	\$711.54
10/3/22	6033087	ANIXTER INC	\$2,235.36
10/3/22	6033088	CAPITAL ARCHITECTS GROUP PC	\$8,491.00
10/3/22	6033089	INTELLIBIND TECHNOLOGIES LLC	\$8,566.00
10/3/22	6033090	MICHAEL NASH	\$3,800.00
10/3/22	6033091	MCWANE INC	\$65,186.99
10/3/22	6033092	THE SISNEY GROUP LLC	\$1.38
10/3/22	6033093	GOLDFARB & HUCK ROTH RIOJAS PLLC	\$88,551.8
10/3/22	6033094	HARNISH GROUP INC	\$1,987.93
10/3/22	6033095	FARWEST LINE SPECIALTIES LLC	\$1,426.0
10/3/22	6033096	CURTIS A SMITH	\$5,854.84
10/3/22	6033097	WORKLOGIX MANAGEMENT INC	\$2,500.00
10/3/22	6033098	FLEET SERVICE VEHICLE REPAIR LLC	\$460.48
10/3/22	6033099	VIRTUAL PEAKER INC	\$5,450.00
10/3/22	6033100	BORDER STATES INDUSTRIES INC	\$24,315.17
10/3/22	6033101	ADP INC	\$12,617.33
10/3/22	6033102	REFINED CONSULTING GROUP	\$1,650.00
10/3/22	6033103	MONICA GORMAN	\$60.63
10/3/22	6033104	JULIA ANDERSON	\$1,550.18

Payment Date	Payment Ref Nbr	Payee	Amount
10/3/22	6033105	ROBERT MARKS	\$31.26
10/3/22	6033106	TIMOTHY DURAND	\$22.00
10/3/22	6033107	JESSICA KRUTENAT	\$60.00
10/3/22	6033108	JANET KLOOS	\$230.01
10/4/22	6033109	ALS GROUP USA CORP	\$145.00
10/4/22	6033110	EVERETT HYDRAULICS INC	\$538.51
10/4/22	6033111	HOWARD INDUSTRIES INC	\$34,783.35
10/4/22	6033112	LAKESIDE INDUSTRIES INC	\$687.39
10/4/22	6033113	PARAMETRIX INC	\$14,660.00
10/4/22	6033114	RWC INTERNATIONAL LTD	\$457.91
10/4/22	6033115	SONSRAY MACHINERY LLC	\$450.00
10/4/22	6033116	STAR RENTALS INC	\$3,344.90
10/4/22	6033117	TOPSOILS NORTHWEST INC	\$646.90
10/4/22	6033118	UNITED PARCEL SERVICE	\$1,133.33
10/4/22	6033119	WW GRAINGER INC	\$129.72
10/4/22	6033120	AARD PEST CONTROL INC	\$141.77
10/4/22	6033121	B&L UTILITY INC	\$258,735.88
10/4/22	6033122	CULVER COMPANY LLC	\$750.00
10/4/22	6033123	CUZ CONCRETE PRODUCTS INC	\$827.82
10/4/22	6033124	ENERGY NORTHWEST	\$55,659.00
10/4/22	6033125	GENERAL PACIFIC INC	\$10,516.04
10/4/22	6033126	NORTHWEST CASCADE INC	\$141.00
10/4/22	6033127	BEN-KO-MATIC CO	\$4,317.67
10/4/22	6033128	LOUIS F MATHESON CONSTRUCTION INC	\$1,339.04
10/4/22	6033129	ROHLINGER ENTERPRISES INC	\$350.67
10/4/22	6033130	SENSUS USA INC	\$33,871.18
10/4/22	6033131	TECH PRODUCTS INC	\$1,090.00
10/4/22	6033132	WESTERN ELECTRICITY COORDINATING CO	\$151.35
10/4/22	6033133	WETHERHOLT & ASSOCIATES INC	\$7,307.50
10/4/22	6033134	ANIXTER INC	\$11,104.08
10/4/22	6033135	MALLORY SAFETY AND SUPPLY LLC	\$1,035.78
		-	

Payment Date	Payment Ref Nbr	Payee	Amount
10/4/22	6033137	SEATTLE NUT & BOLT LLC	\$5,119.88
10/4/22	6033138	TRAFFIC CONTROL PLAN CO OF WA LLC	\$300.00
10/4/22	6033139	CENVEO WORLDWIDE LIMITED	\$5,062.21
10/4/22	6033140	INFOSOL INC	\$375.00
10/4/22	6033141	CASCADIA LAW GROUP PLLC	\$270.00
10/4/22	6033142	THE ADT SECURITY CORPORATION	\$15,304.26
10/4/22	6033143	LIBERTY MUTUAL GROUP INC	\$8,575.22
10/4/22	6033144	CHANDLER ASSET MANAGEMENT INC	\$3,500.00
10/4/22	6033145	ALERA GROUP INC	\$5,512.50
10/4/22	6033146	BREEZE FREE INC	\$1,450.00
10/4/22	6033147	BRIE'N MILLER	\$165.64
10/4/22	6033148	MELISSA COLLINS	\$250.26
10/4/22	6033149	BETH RANTA	\$131.26
10/4/22	6033150	TRAVIS OLSON	\$234.97
10/4/22	6033151	ROBERT BEIDLER	\$1,010.25
10/5/22	6033152	DAVID EVANS & ASSOCIATES INC	\$19,791.57
10/5/22	6033153	STELLAR INDUSTRIAL SUPPLY INC	\$1,148.84
10/5/22	6033154	TOPSOILS NORTHWEST INC	\$388.14
10/5/22	6033155	WETLAND RESOURCES INC	\$975.00
10/5/22	6033156	CELLCO PARTNERSHIP	\$156,266.48
10/5/22	6033157	COLEHOUR & COHEN INC	\$7,752.50
10/5/22	6033158	LOUIS F MATHESON CONSTRUCTION INC	\$162.15
10/5/22	6033159	SOUND SAFETY PRODUCTS CO INC	\$1,601.77
10/5/22	6033160	UNITED RENTALS NORTH AMERICA INC	\$4,731.13
10/5/22	6033161	ALTEC INDUSTRIES INC	\$21,608.46
10/5/22	6033162	HARNISH GROUP INC	\$5,366.42
10/5/22	6033163	MURRAYSMITH INC	\$7,492.50
10/5/22	6033164	OAC SERVICES INC	\$1,738.21
10/5/22	6033165	ADCOMM ENGINEERING LLC	\$206.25
10/5/22	6033166	PACHECOS LANDSCAPING LLC	\$2,958.18
10/5/22	6033167	AA REMODELING LLC	\$2,450.00
10/5/22	6033168	WASHINGTON ENERGY SERVICES COMPANY	\$1,600.00

ayment Date	Payment Ref Nbr	Payee	Amount
10/5/22	6033169	KEVIN DAVIS	\$1,027.85
10/5/22	6033170	JESSE ALMQUIST	\$37.25
10/5/22	6033171	LIBERTY MUTUAL GROUP INC	\$5,107.65
10/6/22	6033172	ASPLUNDH TREE EXPERT LLC	\$33,022.43
10/6/22	6033173	COMMERCIAL FILTER SALES & SERVICE	\$694.43
10/6/22	6033174	DIVERSIFIED INSPECTIONS ITL INC	\$270.00
10/6/22	6033175	HOWARD INDUSTRIES INC	\$21,131.57
10/6/22	6033176	INTERCONTINENTAL EXCHANGE HOLDINGS	\$3,325.00
10/6/22	6033177	OPEN TEXT INC	\$2,943.50
10/6/22	6033178	ROMAINE ELECTRIC CORP	\$901.03
10/6/22	6033179	RWC INTERNATIONAL LTD	\$1,419.48
10/6/22	6033180	STELLAR INDUSTRIAL SUPPLY INC	\$1,076.84
10/6/22	6033181	TACOMA SCREW PRODUCTS INC	\$84.16
10/6/22	6033182	TK ELEVATOR CORPORATION	\$3,010.52
10/6/22	6033183	TOPSOILS NORTHWEST INC	\$388.14
10/6/22	6033184	TOYOTA TSUSHO MATERIAL HANDLING AME	\$10,255.8
10/6/22	6033185	WEST COAST PAPER CO	\$14,070.7
10/6/22	6033186	ANDERSON HUNTER LAW FIRM PS	\$1,423.50
10/6/22	6033187	COLEHOUR & COHEN INC	\$6,915.00
10/6/22	6033188	DICKS TOWING INC	\$1,302.58
10/6/22	6033189	ECOLIGHTS NORTHWEST LLC	\$1,563.16
10/6/22	6033190	EDGE ANALYTICAL INC	\$203.94
10/6/22	6033191	HERRERA ENVIRONMENTAL CONSULTANTS I	\$418.74
10/6/22	6033192	NORTHWEST CASCADE INC	\$24.72
10/6/22	6033193	ROGER R OLSEN	\$2,238.88
10/6/22	6033194	PACIFIC MOBILE STRUCTURES INC	\$5,260.24
10/6/22	6033195	PORTAGE BAY SOLUTIONS INC	\$1,906.50
10/6/22	6033196	PUBLIC UTILITY DISTRICT EMPLOYEES	\$1,017.00
10/6/22	6033197	ROHLINGER ENTERPRISES INC	\$1,628.86
10/6/22	6033198	OFFICE OF THE SECRETARY OF STATE	\$2,532.50
10/6/22	6033199	ALTEC INDUSTRIES INC	\$4,275.56

Accounts Payable ACH			
Payment Date	Payment Ref Nbr	Payee	Amount
10/6/22	6033201	GEORGE H SWANEY	\$980.75
10/6/22	6033202	ANDREW JORDAN HARPER	\$229.50
10/6/22	6033203	FARWEST LINE SPECIALTIES LLC	\$5,265.00
10/6/22	6033204	SHERELLE GORDON	\$32,000.00
10/6/22	6033205	THE ADT SECURITY CORPORATION	\$1,442.02
10/6/22	6033206	MING K LEUNG	\$724.38
10/6/22	6033207	ALEXANDRA LEGARE	\$908.75
10/6/22	6033208	EDWARD TARANTINO	\$102.00
10/6/22	6033209	JERRY BROGAN	\$136.00
10/6/22	6033210	GILLIAN ANDERSON	\$125.67
10/7/22	6033211	HOWARD INDUSTRIES INC	\$78,712.58
10/7/22	6033212	JPW ASSOCIATES INC	\$1,318.43
10/7/22	6033213	WASTE MANAGEMENT OF WASHINGTON INC	\$5,195.12
10/7/22	6033214	WESTERN FACILITIES SUPPLY INC	\$979.42
10/7/22	6033215	TECH PRODUCTS INC	\$6,662.50
10/7/22	6033216	ATWORK COMMERCIAL ENTERPRISES LLC	\$49,401.22
10/7/22	6033217	RENO SANSAVER	\$125.00
10/7/22	6033218	HUGH GIBSON	\$3,349.91
10/7/22	6033219	GEORGE HESPE	\$48.75
10/7/22	6033220	LAURA REINITZ	\$2,946.70
10/7/22	6033221	JONATHAN JONES	\$2,118.37

Total:

\$3,830,833.27

Accounts Payable Wires			
Payment Date	Payment Ref Nbr	Payee	Amount
9/27/22	7002647	US DEPARTMENT OF ENERGY	\$38,349.90
9/28/22	7002648	US DEPARTMENT OF ENERGY	\$4,311,476.00
9/30/22	7002649	WHEAT FIELD WIND POWER PROJECT LLC	\$1,843,863.12
10/4/22	7002650	CRAWFORD & COMPANY	\$479.58
10/6/22	7002651	ICMA-RC	\$215,570.45
10/6/22	7002652	PUBLIC UTILITY DIST NO 1 OF SNOHOMI	\$32,908.50
10/6/22	7002653	US BANK NA	\$2,017,912.31
10/6/22	7002654	ICMA-RC	\$551,139.55
10/6/22	7002655	ICMA-RC	\$39,213.64

Total:

\$9,050,913.05

Payroll				
Period End Date	Payment Ref Nbr	Payee	Amount	
10/5/22	530000699	PUD EMPLOYEES - DIRECT DEPOSIT	\$4,161,807.33	
10/7/22	844753 - 844764	PUD EMPLOYEES - WARRANTS	\$28,967.66	

utomatic Debit Payments			
Payment Date	Payment Ref Nbr	Рауее	Amount
9/26/2022	5300000693	STATE OF WA DEPT OF RETIR	\$180,487.42
9/27/2022	5300000694	STATE OF WA DEPT OF REVEN	\$2,237,816.9
9/27/2022	5300000695	WELLNESS BY WISHLIST INC	\$4,642.4
10/3/2022	5300000696	WELLNESS BY WISHLIST INC	\$778.98
10/3/2022	5300000697	ELAVON INC DBA MERCHANT S	\$2,356.1
10/4/2022	5300000698	US POSTAL SVC	\$110,000.0
10/5/2022	5300000699	ADP INC	\$968,962.7
10/7/2022	5300000700	WELLNESS BY WISHLIST INC	\$2,848.5
10/7/2022	5300000701	WELLNESS BY WISHLIST INC	\$43,687.6

Total: \$3,551,581.02



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022

Agenda Item: <u>3D</u>

TITLE:

Consideration of a Resolution Changing the Reporting Relationship of the Clerk of the Board and Amending Resolution No. 5889

SUBMITTED FOR: Consent Agen	da	
CEO/GM Department Date of Previous Briefing:	<u>Melissa Collins</u> Contact	<u>8616</u> Extension
Estimated Expenditure:		Presentation Planned
 Decision Preparation Policy Discussion Policy Decision Statutory 	Incidental (Information)	Monitoring Report

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

This resolution changes the title of the Clerk of the Board and Senior Manager, Office of the Commission to Clerk of the Board. The position of the Clerk of the Board shall report to the District's Commission and Executive Services Director, provided that the Clerk of the Board shall remain a for-cause employee of the District.

The Commission and Executive Services Director shall consult with the Board in the evaluation of the Clerk's performance and before hiring any new Clerk of the Board and shall inform the Board before making any material changes in the Clerk's job duties and responsibilities.

The changes set forth in this resolution shall be retroactive to October 16, 2022. Any prior resolutions or portions of resolutions in conflict herewith are hereby repealed.

List Attachments: Resolution

RESOLUTION NO.

A RESOLUTION Changing the Reporting Relationship of the Clerk of the Board and Amending Resolution No. 5889

WHEREAS, pursuant to Resolution No. 5889, adopted on December 18, 2018, the Board of Public Utility District No. 1 of Snohomish County changed the reporting relationship of the Clerk of the Board and Senior Manager, Office of the Commission, from the Board of Commissioners to the CEO/General Manager; and

WHEREAS, the Board of Commissioners desires to further change the reporting relationship of the Clerk of the Board and Senior Manager, Office of the Commission, from the CEO/General Manager to the Commission and Executive Services Director; and

WHEREAS, because the Clerk of the Board's job duties and responsibilities are to work closely with and for the Board of Commissioners, the Commission and Executive Services Director shall consult with the Board in evaluating the Clerk's performance, in hiring any new Clerk of the Board, and before making any material changes in the job description for the Clerk of the Board; and

WHEREAS, the Board recognizes and acknowledges that, after consultation with the Board, the title of the Clerk of the Board and Senior Manager, Office of the Commission, has been changed to the Clerk of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No.1 of Snohomish County that Resolution No. 5889 is amended as follows:

 The position of the Clerk of the Board shall report to the District's Commission and Executive Services Director, provided that the Clerk of the Board shall remain a for-cause employee of the District. Resolution No.

- 2. The Commission and Executive Services Director shall consult with the Board in evaluating the Clerk's performance and before hiring any new Clerk of the Board and shall inform the Board before making any material changes in the Clerk's job duties and responsibilities.
- 3. The changes set forth in this resolution shall be retroactive to October 16, 2022.
- 4. Any prior resolutions or portions of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 18th day of October, 2022.

President

Vice-President

Secretary



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022

Agenda Item: <u>4A</u>

TITLE:

Consideration of a Resolution Authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to Execute an Interlocal Agreement With Snohomish County Regarding the Relocation and Replacement of Water Utilities Associated With the Mountain Loop Highway Bridge 102 Replacement Project

SUBMITTED FOR: Items for Individual Consideration						
Water Utility Department	Brant Wood Contact	<u>3003</u> Extension				
Date of Previous Briefing: Estimated Expenditure:	October 3, 2022 \$611,300.00	Presentation Planned				
ACTION REQUIRED:						
 Decision Preparation Policy Discussion Policy Decision Statutory 	Incidental (Information)] Monitoring Report				

SUMMARY STATEMENT:

Identify the relevant Board policies and impacts:

Governance Process, Board Job Description: GP-3(4) ... non-delegable, statutorily assigned Board duties: Subsection (E), Contracts. Commission action is required for an interlocal agreement by RCW 39.34.030(2) and RCW 39.34.080.

Snohomish County is undertaking a bridge replacement project of the Mountain Loop Highway Bridge 102 across the Stillaguamish River, located in Snohomish County (the "Project"). As a result of the County's proposed Project, which consists of the design and construction of a new bridge, the County has informed the District that the existing water main and appurtenances that are within the county right-of-way and the project site must be relocated and replaced.

Under the terms of the County Franchise, the District agrees that "it will promptly, at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from any Public Right- of-way any of the Franchisee Facilities when so required by the County due to any of the following reasons: (i) traffic conditions, (ii) public safety, (iii) dedications of new rights-of-way and the establishment and/or improvement thereof by the County, (iv) widening and/or improvement of existing rights-of-way by the County, (v) right-of-way vacations, (vi) freeway construction, (vii) change or establishment of road grade, or (viii) the construction of any County public improvement or structure."

Given the District's facilities in the Project's construction limits include a water main supported by the existing bridge and other appurtenances located in the existing bridge and the timing of such work, the parties believe that it is more efficient and mutually beneficial for the County to include the replacement of the District's existing water main and appurtenances in the design services and construction contract versus each party undertaking the work separately. Thus, the County has agreed to include the design for and the construction thereof of the District water mains and appurtenances in conjunction with the proposed Project. The 175-linear feet of 10-inch diameter insulated high density polyethylene water mains to be suspended under the replacement bridge, the approximately 1,200-lineal feet of 8-inch ductile iron water main necessary to connect to the existing water mains on both sides of the new bridge and appurtenances (the "Utility Work") will be designed by the County or their consultant and constructed by the County's contractor, with the District providing design review and approval and inspection assistance.

The County proposes to enter into an Interlocal Agreement with the District that would provide for the County's design team to include the Utility Work in the design scope and the County's contractor to construct the water mains and appurtenances, and for the District to reimburse the County for costs associated with the Utility Work.

List Attachments: Resolution Exhibit A

RESOLUTION NO.

A RESOLUTION Authorizing the CEO/General Manager of Public Utility District No. 1 of Snohomish County to Execute an Interlocal Agreement With Snohomish County Regarding the Relocation and Replacement of Water Utilities Associated With the Mountain Loop Highway Bridge 102 Replacement Project

WHEREAS, Snohomish County (the "County") is undertaking a road improvement project (TIP # F.39) to replace Granite Falls Bridge 102, (the "Project") located in Snohomish County, Washington; and

WHEREAS, the County roadway improvements include removing and replacing a bridge that supports District water facilities, thereby necessitating that the District relocate and replace certain water mains and appurtenances (the "Utility Work"); and

WHEREAS, the District holds franchises for occupancy of public road rights-of-way and is required, as a condition of its franchises and state law, to relocate its facilities at its own expense to accommodate public road improvements; and

WHEREAS, the County is the lead agency for the design and construction of the Project, and the County and the District believe that it would be more efficient if the work were completed in a single project versus each party undertaking its own separate project; and

WHEREAS, based upon the information and recommendation of staff, the Board finds that it is in the best interest of the public and the District to include necessary items of Utility Work in the County's design services and construction contract proposed for the Project; and

WHEREAS, the County and the District agree that the County will complete the Project, with the District reimbursing the County for the costs of the Utility Work, all in accordance with the terms and conditions of an interlocal agreement; and

WHEREAS, both the County and the District are authorized to enter into agreements for joint and cooperative action pursuant to the provisions of chapter 39.34 RCW; and WHEREAS, the District is authorized by RCW 54.16.090 to enter into agreements with municipalities such as the County for the purpose of carrying out any of the District's powers authorized by Title 54 RCW.

- 2 -

NOW, THEREFORE, BE IT RESOLVED by the Commission of Public Utility District No. 1 of Snohomish County, Washington, that the CEO/General Manager, or his designee, is authorized to:

- Execute, in the name of the District, an Interlocal Agreement with Snohomish County regarding the Utility Design and Construction associated with the Mountain Loop Highway Bridge 102 Replacement Project in substantially the form attached as Exhibit "A" and incorporated by this reference; and
- 2. Execute any other documents and take any other actions necessary to relocate and replace said water facilities.

PASSED AND APPROVED this 18th day of October, 2022.

President

Vice-President

Secretary

Exhibit "A"

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY CONCERNING UTILITY CONSTRUCTION ASSOCIATED WITH THE GRANITE FALLS BRIDGE 102 REPLACEMENT PROJECT

This INTERLOCAL AGREEMENT concerning utility construction associated with the Granite Falls Bridge 102 Replacement Project, hereinafter referred to as the "Agreement," is made and entered into by and between Public Utility District No. 1 of Snohomish County, a municipal corporation of the State of Washington, hereinafter referred to as the "District," and Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as the "county," and collectively as the "Parties".

RECITALS

- A. The County has a project (TIP # F.39) to replace Granite Falls Bridge 102, (the "Project"), the location of which is depicted in Exhibit A.
- B. The District has a franchise for occupancy of County rights-of-way for utility facilities ("Franchise"). Pursuant to the terms of the Franchise, the County requires that the District relocate certain existing 8" water mains and appurtenances, as further described in Exhibit B (the "Utility Work").
- C. The County and the District agree that it will be more efficient and mutually beneficial to the Parties for the County to coordinate and complete the planning, designing, and constructing the Utility Work during construction of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree as follows:

1. <u>Requirements of Interlocal Cooperation Act</u>

1.1 <u>Purpose of Agreement</u>. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is to set forth the mutual obligations, responsibilities, and rights of the County and District for performance of the Utility Work the location of which is depicted in Exhibit A and described in Exhibit B attached hereto and incorporated by this reference.

1.2 <u>No Separate Entity Necessary</u>. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 <u>Ownership of Property</u>. The parties agree that the District shall have ownership of the new waterline. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4 <u>Administrators</u>. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	District's Initial Administrator:
	Devil Federarial D F
Larry Brewer, PE,	Paul Federspiel, P.E.
Snohomish County DPW	Snohomish County Public Utility District No. 1
3000 Rockefeller Avenue M/S 607	3301 Old Hartford Road
Everett, Washington 98201	Lake Stevenes 98258
425-262-2733	Mail: P.O. Box 1107 M/S LS
larry.brewer@snoco.org	Everett, WA 98206-1107
	425-397-3032
	PAFederspiel@SNOPUD.com

Either party may change its Administrator at any time by delivering written notice pursuant to Section 12 of this Agreement, of such party's new Administrator to the other party.

2. <u>Effective Date and Duration</u>

2.1 <u>Effective Date</u>. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2.2 <u>Duration</u>. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated pursuant to the provisions of Sections 10 or 11 below; PROVIDED, that the Parties' obligations after December 31st of the year in which this Agreement becomes effective, are contingent upon each Parties' local legislative appropriation of necessary funds to fund this Agreement in accordance with applicable laws.

3. <u>County Responsibilities</u>

3.1 <u>Lead Agency.</u> Pursuant to WAC 197-11-926(1), the County shall serve as the lead agency for all aspects of planning, administration and construction, including SEPA, and to the extent applicable, NEPA review, for the Project, and shall perform the Utility Work

described in Exhibit B on the District's behalf in conjunction with the Project, the ("Services"). The County shall be responsible for compliance with the Local Agency Guidelines and the 2022 edition of the Standard Specifications for Road, Bridge, and Municipal Construction (as modified by the County for County projects) published by the Washington State Department of Transportation (WSDOT), during the design and construction phases of the Project.

3.2 <u>Permits.</u> The County shall be responsible for obtaining all required agency permits needed for the Project and Utility Work, except any permits or approvals required by the District.

3.3 <u>Services</u>. For purposes of this Agreement, planning and design activities performed by the County with respect to the Utility Work shall be referred to as the "Design Services." Construction activities performed by the County with respect to the Utility Work shall be referred to as the "Construction Services." Together, the Design Services and the Construction Services may be referred to as the "Services." The Utility Work, including the plans and specifications shall comply with the current version of the Public Utility District No. 1 of Snohomish County Water Resources Standards and Specifications for Design and Construction.

3.4 <u>Design Services</u>. The County shall perform for the District the "Design Services," namely, all necessary planning and design activities for the Utility Work. The County shall solely determine the schedule for the Design Services. The County will provide the District with a full and complete copy of the construction design plans for the Utility Work. The District may request changes to the construction design plans by submitting a written request to the County, which the County may accommodate to the extent the requested changes are feasible.

3.5 <u>Construction Services</u>. The County shall perform for the District the "Construction Services," namely, construction contract administration, inspection, and construction activities for the Utility Work. The County shall solely determine the schedule for the Construction Services. Except where required by law, the County shall not be responsible for providing any notification (e.g. flyers, etc.) regarding the Construction Services to residents, businesses, or other third parties that may be affected by the Utility Work.

3.6 <u>Preconstruction Meeting</u>. After awarding the contract, the County will arrange a preconstruction conference with the successful contractor(s), the ("Contractor(s)") and invite the District to attend and participate.

3.7 <u>Inspection of Project Construction.</u> The County shall inspect the construction of the Utility Work based upon the plans and specifications approved by the District. The County will provide copies to the District of all daily inspection reports for work involving the Utility Work on a weekly or other agreed upon interval. Inspection of construction by the County shall not constitute a guarantee or warranty of the adequacy of performance. The County shall provide the District at least five (5) working days notice in advance of any inspection of the Utility Work for the purpose of scheduling a District inspector.

3.8 <u>Deviation from Project Design</u>. The County shall be responsible for obtaining District approval for all deviations from the Utility Work design documentation affecting the District's Utility Work, including but not limited to deviations from the approved plans and specifications, and all other approved design documentation.

3.9 <u>Independent Contractor</u>. The County shall perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the District. The County has the express right to direct and control the County's activities in providing the agreed Services in accordance with the specifications set out in this Agreement.

3.10 <u>Sub-Contracting</u>. The County may, in its sole discretion, hire one or more consultants, and/or sub-consultants, contractors and/or sub-contractors to perform some or all of the Services.

3.11 <u>As-built Plans.</u> The County shall provide the District a hard copy of the "asbuilt" plans/mark-up sheets showing the completed Utility Work, PROVIDED that construction of the Utility Work has been completed under the terms of this Agreement. If the Agreement is terminated prior to completion of the Utility Work, the County shall provide the District a hard copy of the "as-built" plan sheets of that work completed prior to the termination date.

3.12 <u>Notification of Project Completion.</u> The County, in accordance with Section 12 of this Agreement, shall notify the District when the Utility Work has been completed.

3.13 <u>Correction of Deficiencies Identified by District.</u> The County shall be responsible for correcting any deficiencies in the Utility Work identified by the District that were the result of the Contractor(s) not conforming to the District's approved plans and specifications.

3.14 <u>Invoicing</u>. The County shall be responsible for invoicing the District for the reimbursement of all actual costs incurred by the County that are associated with the Utility Work in accordance with the terms of Section 5 of this Agreement.

3.15 <u>Project Records.</u> The County will retain the original electronic plan sheets and all other Utility Work records.

4. <u>District Responsibilities</u>

4.1 <u>Plans and Specifications</u>. The District will submit to the County the Water Utility's Standards and Specifications for Design and Construction for incorporation (found at https://www.snopud.com/account/services/water/get-water/policies-and-procedures/, Appendix A: Standards & specifications for design & construction) into the plans and specifications for the Utility Work.

4.2 <u>Franchise Agreement.</u> The District shall comply with the terms of the franchise agreement between the District and the County, including but not limited to, County design standards and specifications, and Chapter 136-40 WAC, "Standards of Good Practice-Accommodation of Utilities on County Road Right of Way".

4.3 <u>Cooperation with the County's Contractor(s)</u>. The District shall make all reasonable efforts to cooperate with the Contractor(s) in facilitating the Utility Work and make necessary personnel available so as to not delay the Contractor(s)'s construction schedule. The District shall be responsible for any costs to the County for delays to the Project resulting from delays to the Utility Work that are caused by the District.

4.4 <u>Acceptance of Project Construction.</u> The District, within ten (10) working days after notification by the County of the completion of the Utility Work shall issue written notification to the County of any deficiencies or of acceptance of the work in accordance with Section 12 of the Agreement. If notification has not been received by the County within the ten (10) day period, the Utility Work shall be considered complete and accepted by the District as of the close of business on day ten (10).

4.5 <u>District Provided Inspector.</u> The District will furnish an inspector for the Utility Work. All costs for such inspection will be borne solely by the District. All contact between said inspector and the County's Contractor(s) shall be through the County's on-site representative who shall be identified at the preconstruction conference. The District shall be solely responsible for the operation of the water facilities connected to the District system. The County's on-site representative will apprise the District's inspector of any foreseeable activities that may necessitate the presence of the inspector, namely isolating and deenergizing the water mains to be relocated/replaced, filling of the water mains, pressure testing the water mains (per District Standards and Specification fo Design and Construction) using equipment supplied by the County Contractor(s), sterilization, flushing and collecting samples for bacteriological purity tests, and visual leak inspection after connecting to the existing system.

4.6 <u>Future Improvements, Maintenance, Repairs, or Corrections.</u> The cost of any future improvements, maintenance, repairs, or corrections to any utility facilities covered under the terms of this Agreement shall be the exclusive responsibility of the District from the date of acceptance of the Utility Work by the District unless covered under the contract performance period.

4.7 <u>Reimbursement of County Costs.</u> The costs shown in Exhibt B are estimated costs and the District shall be responsible for reimbursing the County for all actual costs associated with the Utility Work in accordance with the terms of Section 5 of this Agreement.

5. <u>Estimate, Segregation, and Payment of Cost of Services</u>

5.1 <u>Estimated Cost of Services.</u> The estimated cost of Services associated with the Utility Work are as described in Exhibit B; PROVIDED, the estimated costs will be adjusted to conform to the successful bidder's proposal. Costs for additional Services associated with changes to the Utility Work requested by the District are in addition to those estimated costs as shown in Exhibit B and shall be paid by the District.

5.2 <u>Invoicing and Payment</u>. The County shall invoice the District monthly, or on any other schedule that is mutually convenient and agreed to by the parties, showing actual expenditures on the Utility Work during the previous period. Invoices shall be based on the County Contractor(s)'s payments, equipment, materials, and labor expended on the Utility Work, plus County expenditures in support of the Utility Work as described more specifically in Section 5.3 below. Invoices shall include supporting documentation of expenses incurred and be sent to the District's Administrator identified in Section 1.4 of this Agreement.

Invoices shall be paid by the District within thirty (30) days of receipt by the District without offset or deduction for any reason. Notice of any potential dispute regarding such payment request shall be made in writing within the same time period. Payment by the District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. At the time of final audit, all required adjustments related to any potential dispute for which notice has been timely given shall be made and reflected in a final payment.

5.3 <u>District Reimbursement of Costs for Services Performed by County Staff</u> <u>Consultants, Sub-Consultants, Contractors, or Sub-Contractors.</u>

5.3.1 <u>County Staff.</u> The District shall reimburse the County for the costs of the Services provided by County staff on a time and materials basis plus an administrative overhead fee pursuant to Section 5.4 of this Agreement. The County agrees that only those costs directly attributed to the Services associated with the Utility Work and allowed under accepted accounting procedures will be charged to the District. By way of example, those costs directly attributed may include, but are not limited to, the following types of cost components:

- (a) Salaries, wages, benefits of all County employees engaged therein;
- (b) Travel expenses, including mileage of County employees;
- (c) Materials, when provided by the County;

(d) County-owned machinery and equipment, for which the County equipment rental rate shall be included in computing the cost of the machinery and equipment;

(e) Other costs and incidental expenses; including depreciation on County machinery and equipment;

(f) The full cost to the County of rental machinery and equipment, together with any operator furnished therewith;

(g) The cost of equipment, supplies, and related expenses when purchased by the County; and

(h) The cost of permits required from other agencies, except the District.

5.3.2 <u>Consultants, Sub-Consultants, Contractors or Sub-Contractors.</u> The District shall reimburse the County for One hundred percent (100%) of the final cost of all contract items related to the Utility Work, as shown in the bid proposal of the successful bidder.

5.4 <u>Administrative Costs for Services Performed by County Staff</u>. For the purpose of fixing the compensation to be paid by the District to the County for the County performing Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at twenty percent (20%) of the total labor cost, including benefits, to the County for only those County employees performing Services for the District under this Agreement. The administrative rate is not included in charges for materials, equipment, or payments to contractors or subcontractors. This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

5.5 <u>Extra Work</u>. There may be unforeseen conditions requiring immediate resolution during the construction phase of the Utility Work such as construction disputes and claims, changed conditions and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts for the Utility Work shall be limited to costs covered by a modification, change order or extra work order approved as described below.

5.5.1 Should it be determined that any change from the contract plans and specifications for the Utility Work is required, the County, through the Director of Engineering Services, shall have authority to make such changes up to the amount of the "Contingency" shown in Exhibit B.

5.5.2 Any change in the Utility Work, that would result in an increased cost to the District in excess of \$10,000 per incident, or that would result in a total of cumulative incidents that is greater than the "Contingency" amount in Exhibit B, will require a binding Letter of Agreement, signed by both the County Public Works Director or designee and the District's General Manager or designee, describing the changed scope of work and the estimated change in the Utility Work cost.

5.5.3 In the event of a claim by the Contractor(s), each party shall be responsible for its proportionate share based on its proportionate responsibility for the claim.

5.6 Upon completion of the Project, the County shall submit a final invoice to the District in accordance with Sections 5 and 6 of this Agreement.

6. <u>Audit and Final Invoice by County and Review and Acceptance by District of Project</u> <u>Completion</u>

6.1 <u>Audit and Final Billing.</u> Upon completion of the Project, the County shall conduct a final audit in accordance with standards of the Washington State Department of Transportation. At the time of the final audit, all adjustments required shall be made and shall be reflected in a final billing to the District. The County shall, upon the completion of the audit, provide the District with a copy of the audit and a final invoice

6.2 <u>Review and Acceptance.</u> The District shall have thirty (30) days from receipt of the audit and final invoice to review and notify the County, pursuant to Section 12 of this Agreement, if it accepts or has comments on the audit and final invoice for the Project.

6.3 <u>Deemed Acceptance</u>. Within thirty (30) days of receipt of the audit and final billing, the District shall notify the County in writing of any objections to the audit and/or billing. If no objections are timely filed, the District shall make final payment to the County and such final payment shall constitute an acceptance by the District of the County's costs and accounting.

7. Indemnification/Hold Harmless

7.1 Indemnification/Hold Harmless. Each Party shall protect, defend, indemnify, and hold harmless the Other Party, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Indemnifying Party's officers, employees, agents, contractors and/or subcontractors of all tiers, consultants and/or sub-consultants, acts or omissions, performance or failure to perform this Interlocal Agreement, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

7.2 <u>Waiver of Immunity Under Industrial Insurance Act</u>. The indemnification provisions of Section 7.1 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.3 <u>Survival</u>. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. <u>Insurance</u>

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

9. <u>Compliance with Laws</u>

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

10. Default and Remedies

10.1 <u>Default</u>. If either Party fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not feasibly be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

10.2 <u>Remedies</u>. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

11. Early Termination

11.1 <u>Notice of Early Termination</u>. Either party may terminate this Agreement at any time, with or without cause, upon providing not less than thirty (30) days' written notice to the other party pursuant to Section 12 of this Agreement. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 <u>Calculation of Costs Due Upon Termination</u>. Upon early termination of this Agreement as provided in this Section 11, the District shall pay the County for all Services performed up to the date of termination, as well as the costs of all non-cancelable obligations or penalties incurred by the County as a result of the cancellation of Services. The County shall invoice the District within sixty (60) days after the date of termination of all remaining costs including non-cancelable costs. Non-cancelable obligations shall mean the County's

contractual obligations for construction or equipment associated with the Project or Utility Work that either cannot be canceled or if cancellable, would require the payment of a penalty such as, but not limited to, the following:

11.2.1 The cost to the County of rental machinery and equipment, together with any operator furnished therewith if applicable;

11.2.2 The cost of equipment or supplies that can't be returned, when purchased by the County;

11.2.3 The cost or penalties incurred for the return of equipment or supplies, when purchased by the County;

11.2.4 Payment to consultants, sub-consultants, contractors or subcontractors for work performed on behalf of the County; or

11.2.5 If the District terminates this Agreement after award of the construction contract by the County, the District shall be responsible for all costs incurred by the County in executing the necessary contract changes to delete the Project from the County's bridge replacement contract.

11.3 <u>Payment After Termination</u>. No payment shall be made by the District for any expense incurred or Services performed following the effective date of termination unless the District further authorizes Services in writing or the expenses are determined to be non-cancelable obligations pursuant to Section 11.2 of this Agreement.

12. <u>Notices</u>

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

13. <u>Miscellaneous</u>

13.1 <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. Except as allowed in Section 5.5.2, this Agreement may not be modified or

amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

13.2 <u>Governing Law and Venue</u>. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

13.3 <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

13.4 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

13.5 <u>No Waiver</u>. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.6 <u>No Assignment</u>. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.7 <u>Warranty of Authority</u>. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

13.8 <u>No Joint Venture</u>. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.9 <u>No Third Party Beneficiaries</u>. This Agreement and each and every provision hereof are for the sole benefit of the District and the County. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.

13.10 <u>Execution in Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

13.11 <u>Records.</u> The Parties shall maintain all records pertaining to the Project and Utility Work for a period not less than six (6) years from the final payment to the County by the District or the date the Agreement is terminated, whichever is later. The Parties shall keep all records available for either public disclosure requests pursuant to RCW 42.56 (aka the Public Records Act) or inspection and audit by the State. Copies of all records, accounts, documents or other data pertaining to the Project shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained by the Parties until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

SNOHOMIS	H COUNTY

SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1

By:___

County Executive

Date

Approved as to form only:

By: <u>/s/ Sean Reay 8/15/22</u>

Deputy Prosecuting Attorney Date

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY CONCERNING UTILITY CONSTRUCTION ASSOCIATED WITH THE GRANITE FALLS BRIDGE 102 REPLACEMENT PROJECT By:___

John Haarlow General Manager/CEO

Date

Approved as to form only:

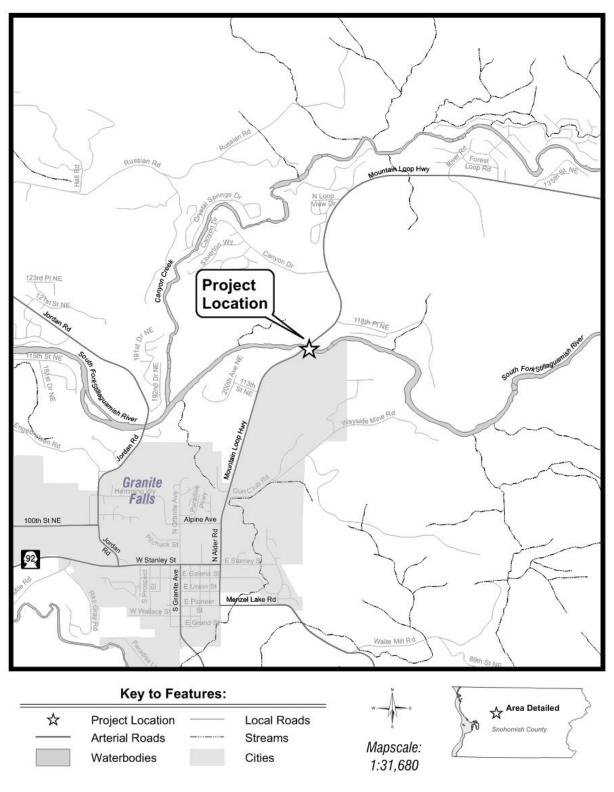
Assistant General Counsel Date

Page **12** of **14**

Resolution No. _____ Exhibit A Page 13 of 14

EXHIBIT A





INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY CONCERNING UTILITY CONSTRUCTION ASSOCIATED WITH THE GRANITE FALLS BRIDGE 102 REPLACEMENT PROJECT

Resolution No. _____ Exhibit A Page 14 of 14

EXHIBIT B

DESCRIPTION AND ESTIMATED COSTS* OF UTILITY WORK (District ref# _____)

Relocate approximately 1400 L.F. of 8-inch water main pipe and associated appurtenances at proposed Granite Falls Bridge 102 replacement.

ITEM NO.	ITEM	Approx Qty.	Unit	Unit Cost	COST			
1	MOBILIZATION	1	L.S.	\$33,167.76	\$33,167.76			
2	DR9 HDPE PIPE FOR WATER MAIN 10 IN. DIAM. With insultation	175	L.F.	\$288.00	\$50,400.00			
3	DR9 HDPE PIPE FOR WATER MAIN 10 IN. DIAM.	40	L.F.	\$59.44	\$2,377.60			
4	8" CL 52 DUCTILE IRON (D.I.) WATER MAIN	1198	L.F.	\$150.00	\$179,700.00			
5	HYDRANT ASSEMBLY	1	EACH	\$7,800.00	\$7,800.00			
6	GATE VALVE 8 IN.	6	EACH	\$2,200.00	\$13,200.00			
7	UTILITY SUPPORT SYSTEM	1	L.S.	\$50,000.00	\$50,000.00			
8	GATE VALVE 8 IN TEMPORARY	6	EACH	\$2,200.00	\$13,200.00			
9	TEMPORARY WATERLINE	150	L.F.	\$100.00	\$15,000.00			
A	Subtotal Of Bid Items							
В	Contingency (15% of Line A Amount)							
С	Subtota	I of Bid Ite	ems and	Contingency	\$419,572.16			
D	Sal	\$38,181.07						
E	Construction Subtotal of Bid Iter	\$457,753.23						
F	Construction Inspection & Contract	\$62,935.82						
G		\$65,000.00						
Н	Administrative Overhe	\$25,587.16						
I	Total Estimated Cost Of Utility Work* (Lines E, F, G, H)							

* Note: This estimate is based on the County's 30% design and will be adjusted to conform to the successful bidder's proposal and all County expenditures invoiced to the District will be actual expenditures.



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022		Agenda Item: 5A
TITLE		
Commission Reports		
SUBMITTED FOR: Commission Busin	iess	
Commission Department Date of Previous Briefing: Estimated Expenditure:	<u>Allison Morn</u> Contact	rison 8037 Extension Presentation Planned
ACTION REQUIRED:	Incidental [(Information)	Monitoring Report
SUMMARY STATEMENT:		

The Commissioners regularly attend and participate in meetings, seminars, and workshops and report on their activities.

List Attachments: None



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022		Agenda Item: 5B
TITLE:		
Commissioner Event Calendar		
SUBMITTED FOR: Commission Busi	ness	
Commission Department Date of Previous Briefing: Estimated Expenditure:	<u>Allison Mor</u> Contact	rison <u>8037</u> Extension Presentation Planned
ACTION REQUIRED: Decision Preparation Policy Discussion Policy Decision Statutory	Incidental (Information)	Monitoring Report
SUMMARY STATEMENT:		

Identify the relevant Board policies and impacts:

The Commissioner Event Calendar is enclosed for Board review.

List Attachments:

Commissioner Event Calendar

Commissioner Event Calendar – 2022

October 2022

For Planning Purposes Only and Subject to Change at any Time 123/132

Commissioner Event Calendar – 2022

November 2022 November 16 - 18: Public Power Council/PNUCC Annual Meetings Portland, OR (Wolfe/Logan)

November 2022

Commissioner Event Calendar – 2022

December 2022	December 2022

For Planning Purposes Only and Subject to Change at any Time



BUSINESS OF THE COMMISSION

Meeting Date: October 18, 2022	Agenda	Item: <u>6A</u>
TITLE		
Governance Planning Calendar		
SUBMITTED FOR: Governance Pla	nning	
Commission	Allison Morrison	8037
Department	Contact	Extension
Date of Previous Briefing:		
Estimated Expenditure:	Presentatio	on Planned
ACTION REQUIRED:		
Decision Preparation	Incidental Monitoring Report	t
	(Information)	•
·	(information)	
Policy Decision		
Statutory		
SUMMARY STATEMENT:		

Identify the relevant Board policies and impacts:

Governance Process, Agenda Planning, GP-4: To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda

The Planning Calendar is enclosed for Board review.

List Attachments: Governance Planning Calendar

To Be Scheduled

• Compensation Philosophy Discussion

To Be Scheduled

 Broadband (Tentative Workshop #1 November 14/Workshop #2 December 13)

October 18, 2022

Morning Session:

- Community Engagement
- Legislative
- New East County Community Office
- Master Service Agreement (MSA) with PSE
- Post 2028 BPA Contract
- Climate Commitment Act Allowance Forecast
- WSDOT Easement

Afternoon Session:

• Governance Planning Calendar

October 20, 2022

Special Meeting:

• Amazon Distribution Facility Tour

October 25, 2022

Special Meeting:

 Arlington Microgrid and Clean Energy Center Ribbon Cutting

October 27, 2022

Special Meeting:

Qualco Tour

November 1, 2022

Morning Session:

- Media
- Pole Attachment Rates Update
- Net Billing Pilot Extension
- Schedule 200 Amendments
- Energy Storage Update
- Commencement of District's Consideration of New PURPA Standards

Afternoon Session:

• Public Hearing:

→Continue Public Hearing on the 2023 Proposed Budget

• Public Hearing and Action:

→WSDOT Easement

Governance Planning Calendar

November 15, 2022

Morning Session:

- Community Engagement
- Legislative
- Dish Network MLA
- Connect Up Quarterly Update

Afternoon Session:

• Public Hearing:

→Continue Public Hearing on the 2023 Proposed Budget

• Public Hearing and Action:

→Pole Attachment Rates

→Net Billing Pilot Extension

→Schedule 200 Amendments

- Monitoring Report:
 - →3rd Quarter Financial Conditions and Activities Monitoring Report
- Adopt Regular Commission Meeting Dates for the Year 2023
- Governance Planning Calendar

December 6, 2022

Morning Session:

- Media
- Finance Audit Activity
- Connect Up Quarterly Update will be scheduled in 2023
- 2023-2027 Strategic Plan Approval

Afternoon Session:

- Public Hearing and Action:
 →Adopt 2023 Budget
- Monitoring Report:
 - →Financial Planning and Budgeting Monitoring Report
- Elect Board Officers for the Year 2023
- Proposed 2023 Governance Planning Calendar

December 20, 2022

Morning Session:

- Community Engagement
- Legislative
- 2023 Rate Discussion

Afternoon Session:

- Public Hearing and Action:
 - →Disposal of Surplus Property 1st Quarter
 - →Confirm Final Assessment Roll for LUD No. 65
- Adopt 2023 Governance Planning Calendar

2022 Year-at-a-Glance Calendar

January						
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February							
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March									
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April										
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July										
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August										
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September

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December								
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Boooningen								
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18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

Holiday # Commission Meetings	
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For Planning Purposes Only and Subject to Change at any Time

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